



Office of the Administrative Director — Financial Services Division

THE JUDICIARY • STATE OF HAWAII • 1111 ALAKEA STREET, 6TH FLOOR • HONOLULU, HAWAII 96813-2807
TELEPHONE (808) 538-5800 • FAX (808) 538-5802

April 14, 2010

MEMORANDUM

TO WHOM IT MAY CONCERN

FROM: Janell Kim
Financial Services Administrator

SUBJECT: ADDENDUM NO. 4
INVITATION FOR BID NO. J10125
TO PROVIDE MAINTENANCE SERVICE & CHEMICAL WATER
TREATMENT SERVICE FOR THE AIR CONDITIONING AND
VENTILATION SYSTEM AT THE THIRD JUDICIAL CIRCUIT (HALE
KAULIKE), THE JUDICIARY, STATE OF HAWAII

Transmitted herewith is a copy of Addendum No. 4 for your review. A copy of this Addendum is also available from our Judiciary web page at <http://www4.hawaii.gov/jud/>.

This is to inform you that the BID OPENING for this project will be postponed from 2:00 p.m., April 15, 2010, to 2:00 p.m., April 20, 2010.

Please direct questions to Mr. Colin Young of the Third Judicial Circuit at (808) 961-7424 or email [colin.s.young@courts.state.hi.us]

Janell Kim
Financial Services Administrator

ADDENDUM NO. 4
INVITATION FOR BID NO. J10125
TO PROVIDE MAINTENANCE SERVICE & CHEMICAL WATER
TREATMENT SERVICE FOR THE AIR CONDITIONING AND
VENTILATION SYSTEM AT THE THIRD JUDICIAL CIRCUIT (HALE
KAULIKE), THE JUDICIARY, STATE OF HAWAII

The items listed hereinafter are hereby made a part of Invitation for Bid No. J10125 for the above project and shall govern the work taking precedence over previously issued specifications governing the items mentioned.

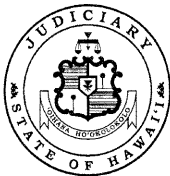
The following questions and answers are in response to questions by prospective proposers concerning Invitation for Bid J10125.

1. Can you clarify whether we want Eddy Current Testing on condensers during Year 1, or Year 2 of the contract?

A. *To establish a baseline, the Eddy current testing will be conducted during the first year of the contract and every three years thereafter.*

2. Would you reconsider the Contractor having a permanent office on the island where the services are required, if the contractor can meet the required response times required for emergency services?

A. *Yes. We would allow/consider a contractor to subcontract for the emergency service required, provided that the subcontractor meets the technician experience and personnel qualifications and lives on the island where the services are required to enable a timely response to an emergency or trouble call. The Contractor will be responsible to ensure that the emergency service or trouble call is rendered in the time required.*



Office of the Administrative Director — Financial Services Division

THE JUDICIARY • STATE OF HAWAII • 1111 ALAKEA STREET, 6TH FLOOR • HONOLULU, HAWAII 96813-2807
TELEPHONE (808) 538-5800 • FAX (808) 538-5802

April 5, 2010

MEMORANDUM

TO WHOM IT MAY CONCERN

FROM: Janell Kim
Financial Services Administrator

SUBJECT: ADDENDUM NO. 2
INVITATION FOR BID NO. J10125
TO PROVIDE MAINTENANCE SERVICE & CHEMICAL WATER
TREATMENT SERVICE FOR THE AIR CONDITIONING AND
VENTILATION SYSTEM AT THE THIRD JUDICIAL CIRCUIT (HALE
KAULIKE), THE JUDICIARY, STATE OF HAWAII

Transmitted herewith is a copy of Addendum No. 2 for your review. A copy of this Addendum is also available from our Judiciary web page at <http://www4.hawaii.gov/jud/>.

This is to inform you that the Eddy Current Testing Service has been added to this Invitation for Bid, and that the BID OPENING for this project will be postponed from 2:00 p.m., April 6, 2010, to 2:00 p.m., April 15, 2010.

Please direct questions to Mr. Colin Young of the Third Judicial Circuit at (808) 961-7424 or email [colin.s.young@courts.state.hi.us]

A handwritten signature in cursive script, appearing to read "Janell Kim".

Janell Kim
Financial Services Administrator

ADDENDUM NO. 2
INVITATION FOR BID NO. J10125
TO PROVIDE MAINTENANCE SERVICE & CHEMICAL WATER
TREATMENT SERVICE FOR THE AIR CONDITIONING AND
VENTILATION SYSTEM AT THE THIRD JUDICIAL CIRCUIT (HALE
KAULIKE), THE JUDICIARY, STATE OF HAWAII

The items listed hereinafter are hereby made a part of Invitation for Bid No. J10125 for the above project and shall govern the work taking precedence over previously issued specifications governing the items mentioned.

The following questions and answers are in response to questions by prospective proposers concerning Invitation for Bid J10125.

1a. Are the VAV (Variable Air Volume) boxes going to be covered under the Controls or Mechanical Contract?

A. Maintenance of VAV's is under a separate contract covering controls.

1b. For example, if an actuator goes bad, we need to know if this will be covered under the Mechanical Contract to account for additional costs.

A. Repair of controls (i.e., VAV's and their actuators) would not be required under the mechanical maintenance contract. If a control requires repair or a related part requires replacement, the Judiciary may exercise provisions for parts and labor in its controls maintenance agreement. Alternatively, the Judiciary may ask the mechanical contractor to provide labor to replace parts acquired through the Judiciary's controls contract. Such labor would be considered Authorized Extra Work for which the mechanical contractor would bill separately as provided for in the bid solicitation under "1.7. EMERGENCY SERVICE AND AUTHORIZED EXTRA WORK", as amended.

1c. What is the count of VAV boxes? If under the mechanical contract, need location and count.

A. VAV count is not applicable, as VAV's will not be maintained under the mechanical maintenance agreement

2. Regarding the drain line - need clarification of where the responsibility is up to. Is the contractor responsible for the drain line up to where it enters the waste system?

A. Yes.

3. Do you need us to submit a Tax Clearance and Certificate of Compliance along with our bid or do you need these only when a contract is issued?

A. *The successful offeror is required to submit the applicable documents prior to contract execution.*

4. We will be submitting: 1) Bidder Qualification Form and; 2) Our Proposal. ... other than the Bidder Qualification Form, is there any other form that you need us to fill out?

A. *No.*

5. Regarding, no payment for the first hour of labor for emergency work, what about if work is authorized by the Judiciary? Will the Contractor be paid for the first hour?

A. *Yes, if the work is specifically authorized by the Judiciary, the Contractor will be paid for the work including the first hour of labor.*

6. Section 1.3. Description of Work, Line A. Air Handling Units, Monthly Service, line item #6, CO2 monitor systems – “recalibrate the CO2 monitor system”. These CO2 monitors are sealed and in order to be recalibrated requires to be sent to manufacture, and are not field serviceable. If the units are sent back to factory every quarter, the air handling units will not have a monitor in place while being recalibrated. How would The Judiciary address this?

A. *That item is amended to read: Check UV lights and CO2 monitor systems. The CO2 monitors are self calibrating and do not need to be replaced unless they are inoperable.*

7. Section 1.3. Description of Work, Line A. Air Handling Units, Annual Service, line item #3 – “replace any UV light bulbs that have not been replaced since last annual service”. Since these are new units coming out of the “One Year Maintenance” wouldn't the current contractor be responsible for this as part of their Annual Maintenance and have all UV lamps replaced?

A. *That item is amended to read: Check UV light tubes and replace UV light tubes if necessary .*

8. If refrigerant leak is from a component with a dollar amount under the \$1000.00 as specified in Section 1.9. Parts & Materials, but the labor required to replace this requires chiller to be dismantled with lengthy procedures to reassemble, test, and start up. Will the labor to perform this repair be billable?

A. *That section has been amended to allow for billing of labor for major repair work,*

9. Section 1.3. Description of Work, Line B. Centrifugal /Screw Chiller, Annual Service line item #2 – “replace oil filter, change oil if recommended by analysis”. Since units are coming out of the One Year Maintenance, did the current contractor perform the oil change as the State normally specifies as part of the Annual for the One Year Maintenance?

A. ***The current contractor has taken the required oil samples and sent the samples for testing and analysis. The testing results indicated there is no need to change the oil. Future oil changes will be determined by future test results and analysis.***

10. Section 1.3. Description of Work, Line C. Cooling Tower, Semi-Annual Service line item #1 – “drain, clean, and flush tower”. Can this work be done during The Judiciary’s normal operating hours (straight time) with one tower down at a time or would this have to be after hours (nights / weekends)?

A. ***Yes, the work may be performed during normal operating hours as long as it does not impact court operations and is coordinated with the Officer in Charge.***

11. The equipment list indicates a “pony chiller” which uses a reciprocating compressor. Is there a scope of work for the maintenance of this unit? None is specified in the current proposal documents.

A. ***The building has centrifugal main chillers, and a reciprocating pony chiller. It does not have screw chillers. Maintenance requirements for centrifugal and reciprocating chillers are sufficiently similar that section is amended to read, "B. CENTRIFUGAL/SCREW CHILLER" to "B. CENTRIFUGAL AND RECIPROCATING CHILLERS".***

12. Section Three Special Provisions, Line E. Permanent Office – “permanent office location shall be stated on Proposal”. Will bids be accepted by contractors who do not have a permanent office location on the Big Island?

A. ***No. The contractor should have a permanent office on the island where the services are required to enable the Contractor to respond to trouble calls on a timely basis.***

Modifications to SECTION ONE SPECIFICATIONS

The following items of this section shall be amended to read:

1.3. DESCRIPTION OF WORK

The Contractor shall repair or replace all worn, failed or doubtful components and parts to ensure satisfactory operation of the air conditioning and ventilation system. Replacement parts shall be of similar design and quality to maintain system integrity and serviceability. **All parts and materials (parts less than \$1,000) shall be provided at no additional cost to the Judiciary. Parts exceeding \$1,000 in cost will be paid for by the Judiciary.**

The Contractor shall perform complete maintenance and repair service, including inspections, trouble and emergency calls for all equipment included under this contract. The service shall consist of thorough maintenance work in accordance with the best commercial practice governing the maintenance of air conditioning and ventilation systems. Such service shall include regularly scheduled maintenance services shall be as specified and shall be subject to inspection and approval by the Officer in Charge. The full service maintenance contract shall not relieve the Contractor from performing the specified scheduled maintenance services.

The Contractor shall not be responsible for repairs due to flagrant vandalism, fire, storm or related damages which can be attributed to causes beyond his control. However, the Contractor shall be responsible for such repairs if the damages are caused by the Contractor's failure to properly maintain and repair the equipment, e.g., failure to reinstall protective covers causes the motor to burn during rainstorm.

The Contractor shall be responsible for all portions of the air conditioning and ventilating system including the chemical water treatment. Labor, to replace parts and supplies provided by Contractor as part of this maintenance agreement, shall be provided at no extra charge, except as noted.

All services performed by the Contractor shall include applicable items listed, but not be limited to the following:

A. Air Handling Coil Units **Monthly**

6. Check UV Lights and CO2 monitor systems.

Annual

3. Check UV light tubes and replace UV light tubes if necessary .

The title of this Section B. is amended to read as follows:

B. CENTRIFUGAL/RECIPORCATING CHILLER

1.7. EMERGENCY SERVICE AND AUTHORIZED EXTRA WORK

Emergency service required between regularly scheduled maintenance calls shall be rendered within two (2) hours after the Contractor is notified, non-work days excluded. Emergency service required during non-work days shall be rendered within eight (8) hours. **Authorized extra work not part of the mechanical maintenance requirement may be performed at a time mutually agreeable to the Judiciary and the Contractor.**

One hour of labor for emergency service shall be provided at no additional charge to the Judiciary when work is related specifically to the Air Conditioning and Ventilation system or maintenance requirement, but not when the Judiciary authorizes work not part of the mechanical maintenance requirement . Labor, to replace parts and supplies provided by Contractor as part of this maintenance agreement, shall be provided at no extra charge except if it is a major part, when replacement of parts or supplies is requested by the Judiciary, or if time/work to replace parts or the repair exceeds three hours or as agreed upon by both parties.

The Contractor shall provide copies of the past maintenance history and cost upon request by the Officer-in-Charge. As repair jobs are completed, Contractor must notify the Officer-in-Charge daily and not longer than weekly of the status of repairs and estimated completion time. When "chargeable" emergency services or authorized extra work are necessary, the Contractor shall promptly provide the Officer-in-Charge within 24 hours of the notification of the emergency repair trouble call, with an estimated cost and shall receive advance approval from him prior to performing any such work over three (3) hours labor or \$300.00 total cost.

The Judiciary reserves the right to have maintenance or repair tasks performed on weekends or after normal operating hours. Whenever the Judiciary exercises this right, the Judiciary shall compensate the Contractor only for the difference between his normal labor rate and overtime labor rate.

A written quotation shall follow within 48 hours of any "chargeable" emergency services performed, containing the following minimum information:

1. Description and breakdown of material, parts and labor costs.
2. Extra costs such as air freight.
3. Completion date.

Contractor shall bill such "chargeable" emergency services or authorized extra

work separately from the contract price. Unless the Contractor is given a separate purchase order authorizing him to make such repairs, the Judiciary shall not be held responsible for payment of any such work performed by the Contractor.

The Contractor shall notify the Judiciary when parts are not readily available to accomplish the repairs. The Judiciary reserves the right to have the parts sent by air freight at the expense of the Judiciary.

1.9. PARTS and MATERIALS

The Contractor shall provide filters, fan belts and pan tabs as part of this maintenance contract. The Contractor shall restore to serviceability all parts that are found to cost less to restore than to replace with a new part. Where parts are worn out and cannot be restored, the Contractor shall replace these parts with new parts. Only new, standard parts manufactured by the maker of each unit or parts of equal quality shall be used. All parts and materials (parts less than \$1,000) shall be provided at no additional cost to the Judiciary. Parts exceeding \$1,000 in cost will be paid for by the Judiciary.

The Contractor shall maintain a supply of parts and materials that are required for normal repairs of the air conditioning units. The Contractor shall notify the Judiciary whenever parts are not locally available to accomplish the repairs. The Judiciary reserves the right to have the parts sent by air freight at the expense of the Judiciary and the air freight costs shall not include contractor mark up. Parts shall be charged at cost, plus mark up not to exceed 20% (twenty percent). Invoices from suppliers shall be provided to the Judiciary to substantiate cost and markup.

4.10. SUBCONTRACTING

Chemical Water Treatment Service and Eddy Current Testing: Offerer may subcontract this portion of the work and the Bid Price for Chemical Water Treatment Service and **Eddy Current Testing** shall include **ALL COSTS** for labor, material, equipment, chemicals, maintenance/repair services, laboratory fees, all taxes, and any other expenses necessary to perform the Chemical Water Treatment and **Eddy Current Testing services**. Bidder shall furnish the price as required by the Chemical Water Treatment and **Eddy Current Testing specifications**.

SPECIFICATIONS FOR EDDY CURRENT TESTING

1. SCOPE

Contractor shall perform a one-time eddy current inspection testing on multiple centrifugal/screw chillers as listed herein. Eddy current inspection testing shall be performed in accordance with the American Society for Non-destructive Testing-Recommended Practices SNT-TC-1A and include, but not be limited to, the Eddy Current Testing Specifications listed herein as a minimum.

Testing on the condensers shall be performed during the second year of the maintenance contract and as scheduled by the Officer-in-Charge. Testing on the evaporators shall be performed during the fourth year of the maintenance contract and as scheduled by the Officer-in-Charge. Contractor shall submit a chiller testing schedule for Judiciary's approval and coordination not less than one month prior to start of testing. During regular working hours, only one unit may be out of service at a time. All chillers indicated in bid proposal form shall be tested at the same time, one-after-the-other, within a one-week period or sooner if possible.

The Contractor may subcontract for the services of an independent agency that specializes in performing eddy current inspection testing of installed heat exchanger tubing. A formal test report shall be provided for each chiller tested.

2. GENERAL REQUIREMENTS AND QUALIFICATIONS

The Contractor shall prepare the chiller machine(s) tubing for ECT by removing insulation and one shell head of each evaporator and condenser section and brushing tubes if necessary. Upon testing completion, the Contractor shall properly and completely reinsulate the removed section of chiller insulation, provide adequate scaffolding and access for the ECTC.

The ECTC personnel conducting the testing shall be an individual currently certified within the last five years as a Level II or III examiner in ECT by a current National American Society for Non-destructive Testing (ASNT) Certified Level III Examiner and in accordance with the ASNT Recommended Practices SNT-TC-1A, latest edition. The examiner shall be currently full-time employed in the performance of ECT with a minimum of ten years ECT experience at the time of bid. **The ECTC personnel shall have a minimum of 1500 hours documented experience in conducting eddy current examinations of installed chiller tubing including finned, skipfin and prime surface tubing of various alloys such as Cu, CuNi and Admiralty Brass. The required 1500 hours testing shall have been obtained under the direct supervision of an ASNT Certified Level III Examiner, who has over 3000 hours of testing experience. The Examiner's National Examination Level II or III ASNT certificate number(s) shall be submitted with the bid along with the ECTC company's Level III certification as outlined in the aforementioned SNT-TC-1A.** Documented proof of all the above shall be provided if requested.

3 TESTING REQUIREMENTS

Skip Fin or Continuous Finned Tubing Requirements: A multi-frequency technique utilizing (as a minimum) two separate but simultaneous inspection channels shall be used to test the entire length of each tube in the following manner:

1. The specified ASME calibration standard shall also contain a non-finned "land area" section with a support wear defect of from 0.005 to 0.010" depth. A simulated support plate of similar material and thickness of the support plate in the refrigeration machine shall be placed over the wear area during calibration.
2. Channel 1 - Differential mode in accordance with section V, Article 8, Appendix 1 of the SAME Boiler and Pressure Vessel Code, latest Edition.
3. Channel 2 - Absolute mode capable of:

Detecting tube wear under the support in excess of 10% of land area tube wall thickness with an accuracy of +/-25% when wear is 20% or greater of land area tube wall thickness.

Detecting bulges or diametrical changes greater than one percent of tube ID with an accuracy of +/-25% of indication.

Detecting variation in tube thickness greater than 0.002".

Prime Surface Requirements: A multi-frequency technique shall be used to test the entire length of each tube in the following manner:

1. Channel 1 - Differential mode in accordance with section V, Article 8, Appendix 1 of the ASME Boiler and Pressure Vessel Code, latest Edition.
2. Channel 2 - Absolute mode in accordance with section V, Article 8, Appendix 1 of the ASME Boiler and Pressure Vessel Code, latest Edition.
3. Channel 3 - A "mixed" differential mode adjusted to effectively reduce the effect of support plate signals thereby providing the capability to detect and measure defects occurring under or adjacent to the support plates with the accuracy as specified in paragraph 3 above.

4. REPORTING REQUIREMENTS

Except than for bulges, shallow defect indications less than 20% in depth of the tube wall thickness are not required to be specifically reported. However, if numerous shallow defect signals are detected, their presence should be reported as a general comment. During the examination, the Judiciary and Contractor shall

be notified of any tubes with restrictions which prevent eddy current testing in order for the tube to be cleared for testing. The ECTC shall analyze test data for defects while performing the inspection and before leaving the jobsite shall furnish the State with quantitative summary of the test findings such as numbers of tubes with minor defects, severe defects, etc., as shown in the following examples:

EXAMPLE

16 tubes with ID defects from 20% to 40% in depth of tube wall thickness.
2 tubes with ID defects 40% or greater in depth of tube wall thickness.
4 tubes with support wear less than 10% in depth of tube wall thickness.
2 tubes with bulge greater than 5% of nominal tube ID.

One end of each tube containing defects, which are 40% more of tube wall thickness in depth, shall be marked (painted) to insure positive identification. Additionally, tubes with bulges in excess of 10% of tube ID or support wear in excess of 20% of tube wall thickness as well as other tubes suspected of possibly failing in service shall be similarly marked.

Formal test reports shall be provided within two weeks of completion of testing and shall include as a minimum:

1. Diameter and type of inspection probes.
2. Test equipment used.
3. Standard(s) design and calibration.
4. Test data summary (voltage and phase angle readings) of tubes with significant defect indications.
5. Statistical summary of defect indications (percentage of tubes with support wear, percentage of tubes with ID defects, etc).
6. Readily readable photographs or drawings of tubesheets (scaled for not less than 15 percent tubes per linear inch) showing tube identification system, location of defects and type of defects.
7. Recommendations and/or comments concerning tubing condition, tube replacement, tube removal for metallurgical evaluation and future frequency of testing.
8. Quality color borescopic photographs, made perpendicular to the tube wall, of typical or pertinent ID defects or the use of a remote video borescope coupled to a TV monitor that is capable of examining the entire length of each tube in question and record on a color video cassette. These will provide permanent recording of the ID tube defects and will become the property of the State upon completion.
9. Be reviewed and approved by the ASNT certified Level III individual whose certification number shall be included.

End of Section

April 5, 2010

Amended Proposal Form
Maintenance Service, Chemical Water Treatment Service
For the Air Conditioning and Ventilation System
at the Third Judicial Circuit (Hale Kaulike)
IFB No. J10125

OFFEROR: _____

_____, Hawaii

_____, 2010

Dear Financial Services Administrator:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated May 2001 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes to provide MAINTENANCE SERVICE, CHEMICAL WATER TREATMENT SERVICE FOR THE AIR CONDITIONING AND VENTILATION SYSTEM AT THE THIRD JUDICIAL CIRCUIT (HALE KAULIKE), THE JUDICIARY, STATE OF HAWAII, in strict compliance with the Agreement, Specifications, Special Provisions, General Conditions, and Procedural Requirements attached hereto and made a part hereof for the TOTAL BID PRICE of:

Dollars (\$) _____)

The undersigned represents: (Check ☒ one only)

☐ A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**

☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, is or shall be registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawaii

State of Incorporation _____

Offeror is: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other

Federal I.D. No. _____ Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code _____

Business address (**Hawaii street address**): _____

City, State, Zip Code _____

Respectfully submitted,

Date: _____

(x) _____
Authorized Signature (Original)

Telephone No.: _____

e-mail Address: _____

Name and Title (Please Type or Print)

Exact Legal Name of Company (Offeror)

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

The following proposal is hereby submitted to provide AIR CONDITIONING and VENTILATION SYSTEM MAINTENANCE SERVICE, CHEMICAL WATER TREATMENT for the AIR CONDITIONING AND VENTILATION SYSTEM AT THIRD JUDICIAL CIRCUIT (HALE KAULIKE), THE JUDICIARY, STATE OF HAWAII:

I. Bid Costs

A. Maintenance of Air Conditioning and Ventilation System

Period	Bid price per month (A)	Months (B)	Bid Price (A x B)
5/1/10 – 6/30/11		14	
7/1/11 – 6/30/12		12	
Subtotal Maintenance of A/C & Ventilation System			

B. Chemical Water Treatment

Period	Bid price per month (A)	Months (B)	Bid Price (A x B)
5/1/10 – 6/30/11		14	
7/1/11 – 6/30/12		12	
Subtotal Maintenance of Chemical Water Treatment			

C. Eddy Current Testing

Subtotal Bid Price Eddy Current Testing (For Evaluation Purposes)	
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D. Total Bid **

	Description	Bid Price
A	Maintenance of A/C & Ventilation System	
B	Chemical Water Treatment	
C	Eddy Current Testing	
Total Bid Price **		
Estimated Extra Work (For evaluation purposes)		
Hourly rate that will be charged for any authorized extra work [including] not covered under the scope of the specifications and as approved by the Officer-In-Charge. This rate shall be the standard hourly rate charged by the Contractor and NOT an overtime rate.		

Bid Amount shall include all applicable taxes and expenses required to fulfill the terms and conditions of this proposal.

** Total Bid should agree with the bid amount shown on page 1 of the Bid Proposal.

Additional Information

A. Insurance

Carrier	Policy No.	Agent
Commercial General		
Workers Compensation		
Temporary Disability		
Prepaid Health		
Unemployment Insurance: State of Hawaii I.D. No.		

B. Subcontractors

Offeror shall provide below information regarding subcontractor(s), if any to be used for this IFB. The contractor may subcontract only the **Chemical Water Treatment** and **Eddy Current Testing** portions of this bid.

Chemical Water Treatment Subcontractor

Company Name and Address		Contact Person	Phone/Fax/email
Name & Qualifications of person who will be performing the work.			Contractor's License No.

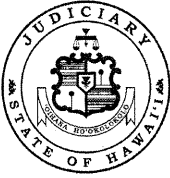
Eddy Current Testing Subcontractor

Company Name and Address		Contact Person	Phone/Fax/email
Name & Qualifications of person who will be performing the work.			Contractor's License No.

C. References

Offeror shall list at least three (3) references in the State of Hawaii, other than the State of Hawaii government, for whom the bidder has performed a mechanical maintenance service of air conditioning and ventilating equipment and temperature control systems on a regular basis that is similar in nature (full service maintenance service) and volume to the services specified in this bid, that will qualify the bidder to perform this project. The Judiciary reserves the right to reject a bid submitted by any bidder whose performance on other jobs for this type of service has proven unsatisfactory.

Company Name & Address	Contact Person	Phone/Fax/email	Service Duration



Office of the Administrative Director — Financial Services Division

THE JUDICIARY • STATE OF HAWAII • 1111 ALAKEA STREET, 6TH FLOOR • HONOLULU, HAWAII 96813-2807
TELEPHONE (808) 538-5800 • FAX (808) 538-5802

March 17, 2010

MEMORANDUM

TO WHOM IT MAY CONCERN

FROM: Janell Kim
Financial Services Administrator

SUBJECT: ADDENDUM NO. 1
INVITATION FOR BID NO. J10125
TO PROVIDE MAINTENANCE SERVICE & CHEMICAL WATER
TREATMENT SERVICE FOR THE AIR CONDITIONING AND
VENTILATION SYSTEM AT THE THIRD JUDICIAL CIRCUIT (HALE
KAULIKE), THE JUDICIARY, STATE OF HAWAII

Transmitted herewith is a copy of Addendum No. 1 for your review.

There will be a pre bid walk thru inspection of the Air Conditioning system at the Hilo Judiciary Complex, Hale Kaulike conducted by Mr. Peter Pasalo, Facilities Manager.

Date & Time: March 25, 2010 at 9:00 a.m.

Location: Hilo Judiciary Complex (Hale Kaulike)
777 Kilauea Ave
Hilo, HI 96720

Note: Meet Mr. Pasalo outside the main entrance to the building. He will accompany you through security screening.

Please either call or email Mr. Colin Young of the Third Judicial Circuit at (808) 961-7417 [colin.s.young@courts.state.hi.us] or Mr. Peter Pasalo, Facilities Manager at (808) 961-7680 [peter.b.pasalo@courts.state.hi.us] to confirm your attendance.

A handwritten signature in cursive script, appearing to read "Janell Kim", is written over a horizontal line.

Janell Kim
Financial Services Administrator

INVITATION FOR BID

J10125

**TO PROVIDE MAINTENANCE SERVICE, and
CHEMICAL WATER TREATMENT SERVICE
OF THE AIR CONDITIONING AND
VENTILATION SYSTEM
AT THIRD JUDICIAL CIRCUIT
(HALE KAULIKE)
THE JUDICIARY, STATE OF HAWAII**

NOTE: If this solicitation document was downloaded through the internet, each interested person must register through email, providing contact information to the listed contact person in the Judiciary Contracts & Purchasing Office. Registration is essential for you to receive any addendums or other information for this solicitation. The Judiciary shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this solicitation if an offer is submitted from an incomplete solicitation document.

MARCH 2010

NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document **provided**. You must register your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

Registration or Request for Copy of Solicitation

Submit FAX or E-MAIL to: FAX No.: (808) 538-5802
E-mail Address: kathie.g.kim@courts.state.hi.us

Provide the following information:

- Name of Company
- Mailing Address
- Name of Contact Person
- Telephone Number
- FAX number
- E-mail Address
- Solicitation Number
- Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided).

THE JUDICIARY, STATE OF HAWAII

INVITATION FOR BID

NO. J10125

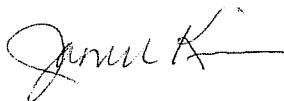
Competitive sealed bids

TO PROVIDE MAINTENANCE SERVICE, and CHEMICAL WATER TREATMENT SERVICE
FOR THE AIR CONDITIONING AND VENTILATION SYSTEM
FOR THE THIRD JUDICIAL CIRCUIT (HALE KAULIKE)
THE JUDICIARY, STATE OF HAWAII

Bids will be received up to and opened at 2:00 p.m. (HST) on April 6, 2010 at

The Judiciary
Financial Services Division
Kauikeaouli Hale
1111 Alakea Street., 6th Floor
Honolulu, Hi 96813-2807

Offers received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our website (<http://www4.hawaii.gov/jud/>) And must be accordance with the accompanying instructions. Questions relating to this solicitation may be directed to Mr. Peter Pasalo, Facilities Manager at Hale Kaulike. He may be contacted at telephone (808) 961-7680 or email at Peter.B.Pasalo@courts.state.hi.us.



Janell Kim
Financial Services Administrator

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**SECTION ONE SPECIFICATIONS
FOR FURNISHING MAINTENANCE SERVICE
OF AIR CONDITIONING AND VENTILATION SYSTEM
AT THIRD JUDICIAL CIRCUIT (HALE KAULIKE)**

1.1. SCOPE

The Contractor shall furnish all labor, materials, parts, tools, lubricants, refrigerants, equipment, transportation and supervision necessary for the complete maintenance, inspections and repairs to the air conditioning and ventilation system for Third Judicial Circuit (Hale Kaulike) as listed herein and in accordance to these Specifications, the Special Provisions, the General Conditions, and the Procedural Requirements attached hereto and by reference made a part hereof. The Contractor shall completely guarantee satisfactory operation of all air conditioning and ventilation systems within the cost of this contract.

1.2. JOB SITE

The Contractor shall provide air conditioning and ventilation services for Hale Kaulike, Third Judicial Circuit located at 777 Kilauea Avenue, Hilo, HI 96720.

1.3. DESCRIPTION OF WORK

The Contractor shall repair or replace all worn, failed or doubtful components and parts to ensure satisfactory operation of the air conditioning and ventilation system. Replacement parts shall be of similar design and quality to maintain system integrity and serviceability.

The Contractor shall perform complete maintenance and repair service, including inspections, trouble and emergency calls for all equipment included under this contract. The service shall consist of thorough maintenance work in accordance with the best commercial practice governing the maintenance of air conditioning and ventilation systems. Such service shall include regularly scheduled maintenance services shall be as specified and shall be subject to inspection and approval by the Officer in Charge. The full service maintenance contract shall not relieve the Contractor from performing the specified scheduled maintenance services.

The Contractor shall not be responsible for repairs due to flagrant vandalism, fire, storm or related damages which can be attributed to causes beyond his control. However, the Contractor shall be responsible for such repairs if the damages are caused by the Contractor's failure to properly maintain and repair the equipment, e.g., failure to reinstall protective covers causes the motor to burn during rainstorm.

The Contractor shall be responsible for all portions of the air conditioning and ventilating system including the chemical water treatment.

All services performed by the Contractor shall include applicable items listed, but not be limited to the following:

A. AIR HANDLING UNITS/FAN COIL UNITS

Monthly

1. Clear and clean all drip pans and flush all related condensate drain lines with nitrogen or other applicable means. (Contractor may be liable for water damages due to clogged drains). Install pan tablets if necessary to control algae.
2. Change all disposable air filters including automatic filters as required, **but at least once every two months or sooner if needed**: use 2" pleated, 30% efficiency type - FARR 30/30 or equal.
3. Wash permanent type filters with an approved detergent and spray coat with an approved filter treatment solution. Replace deteriorated permanent type filters which cannot be cleaned.
4. Lubricate and oil all fan and motor bearings, and connections of dampers and vanes and check controls to insure proper operation.
5. Check all drives for wear; adjust belt tension. Replace belt as required.
6. Check UV lights and CO2 monitor systems; repair/replace items as required to keep systems operating properly. Recalibrate the CO2 monitor system **quarterly**.
7. Check back-draft and motor-controlled dampers and operators for proper operation; lubricate linkage for free movement.
8. Operate equipment to check for proper operation, unusual noise and vibration. Adjust, repair and correct all discrepancies before certifying service report.

Semi-Annually

1. Adjust alignment of bearings and sheaves; lubricate fan and motor bearings. Replace worn or noisy bearings or sheaves.
2. Wash cooling coils and clean all dirt accumulation using water washer, steam or surfactant chemical coil cleaner (alkali or acidic cleaners not allowed) solution as necessary. This service only required annually for units equipped with properly working UV lights.
3. Remove and wash all supply and return air grilles, register and diffusers and exterior surfaces of all related air conditioning equipment. Clean fresh air intake grille and damper, and repair/replace deteriorated bird/insect screens.
4. Adjust, repair and correct all discrepancies before certifying service report.

Annually

1. Check pressure drop and temperature differential across cooling coils and log readings. Clean strainers, check vents and drains on chill water coils.
2. Secure all loose housing, seal leaks and touch-up paint after cleaning all rust.
3. Replace any UV light tubes that have not been replaced since the last annual service.

4. Check condition of insulation; repair/reinsulate **properly & immediately**, including **any time** disturbing of insulation is required to make repairs, or **upon discovery** or **notification**.
5. Calibrate electric temperature controls.
6. Clean all fan wheels & interior housings.
7. Adjust, repair and correct all discrepancies before certifying service report.

B. CENTRIFUGAL/SCREW CHILLER

Monthly

1. Check and record entering and leaving chiller water and condenser water temperatures and pressures in maintenance log.
2. Check and record head pressure, oil pressure and system pressure; check oil log.
3. Check oil pump operation; service purge compressor and purge system.
4. Check for refrigerant and oil leakage; recharge system.
5. Adjust chilled water temperature setting for seasonal changes.
6. Check/adjust/calibrate the oxygen/refrigerant monitor and alarm system.
7. Certify monthly performance of chiller operation and maintenance service. Correct and report all discrepancies.

Quarterly Service

1. Check chiller response at various load conditions for proper operation and calibration of capacity control system.
2. Check safety controls and purge controls; record settings.
3. Certify performance of quarterly service and correct and report all discrepancies.

Semi-Annual Service

1. Remove heads of condenser and internally brush tubes at the same time cooling tower is cleaned; coordinate with water treatment contractor and DOE, Facilities Maintenance Branch (FMB).
2. Perform pressure tests to detect refrigerant leaks.
3. Check condition of insulation; repair/reinsulate **properly and immediately**, including **any time** disturbing of insulation is required to make repairs, or **upon discovery** or **notification**.
4. Certify performance of semi-annual service and correct and report all discrepancies.

Annual Service

1. Have chiller and purge compressor oil **analyzed and submit written report.** (Continuous oil monitoring system may be used in lieu of testing).
2. Replace oil cooler filter cartridge; **change oil** if recommended by analysis and per manufacturer's recommendations.
3. Check refrigerant; replace filter-drier.
4. Inspect purge compressor and drum; clean and replace wearing parts.
5. Electronic leak test entire system and repair leaks.
6. Megger chiller and oil pump motors; check relay contacts and electrical connections.
7. Test/operate control switches; unloaders, safeties; calibrate and record settings.
8. Clean and remove all dust and foreign matter. Clean all rust spots and scratches and touch up paint with matching color, **immediately upon discovery or notification.**
9. Have the self-contained breathing apparatus equipment tested and recertified where they are provided.
10. Certify performance of annual service, report and correct all discrepancies. Submit maintenance report in writing to Contract Administrator.

C. COOLING TOWER

Monthly

1. Check and adjust water make-up float valve and bleed rate.
2. Check general condition of tower interior and water distribution pattern.
3. Check and lubricate motor and fan bearings.
4. Check all drives and pulleys for wear; adjust belt tension. Replace belts or sheaves as required.
5. Remove foreign materials from inside the tower, vacuum basin residue as required.
6. Check for leaks, patch, correct or repair **immediately upon discovery or notification.**
7. Certify performance of monthly maintenance service and correct and report all discrepancies.

Semi-Annual Service

1. Drain, clean and flush tower; coordinate with water treatment contractor and the officer-in-charge.

2. Clean condenser suction screen, drift eliminators, spray nozzles and vacuum basin residue.
3. Certify semi-annual cleaning of towers and correct and report all discrepancies.

D. VENTILATING FANS (EXHAUST AND SUPPLY)

Quarterly

1. Check back-draft and motor-controlled dampers and operators for proper operation; lubricate linkage for free movement.
2. Lubricate fan motors and bearings.
3. Check belt wear and tension; adjust or replace as needed.
4. Check sheaves for wear, replace as needed.
5. Check fan collar, bearings and shaft for wear, repair or replace as needed.
6. Replace air filters where installed.
7. Check CO monitor systems and repair/replace items as required to keep systems operating properly. Recalibrate the CO monitor system quarterly.

Semi-Annual

1. Check and clean fan wheels and housings of dust, dirt and grease.
2. Remove and wash all intake/exhaust or supply grilles, registers, louvers and dampers; repair/replace deteriorated bird/insect screens.

E. PUMPS

Monthly Service

1. Lubricate and check pump and motor bearings including pump couplings for abnormal temperature and unusual noise or vibration and repair or replace as needed.
2. Check packing glands and seals for excessive leakage. Adjust, tighten or repair or replace as required.

Semi-Annual Service

1. Remove and clean strainer for all condenser pumps after tower cleaning.
2. Check and blow down strainer to chilled water pumps. Remove and clean strainer if excessive debris is noted.

3. Check condition of insulation; repair/reinsulate **properly & immediately**, including **any time** disturbing of insulation is required to make repairs, or **upon discovery** or **notification**.
4. Log suction and discharge pressures for all pumps.
5. Clean and remove all dust and foreign matter. Clean all rust spots and scratches and touch up paint with matching color, **immediately upon discovery** or **notification**.
6. Check motor coupling for alignment; mounting bolts are secure.

F. CONTROLS

Monthly

1. Check thermostats, controllers, smoke detectors, control dampers, control valves and actuators for proper operation; lubricate, adjust and recalibrate as required.
2. Check control dampers for tight closing, bent blades, defective linkage, etc. and repair as required.

Annually

1. Inspect valve assemblies, check and adjust.
2. Repair or replace worn parts or complete controls with new or reconditioned equivalents, as conditions warrant.

G. VARIABLE SPEED DRIVES

Quarterly Service

1. Check operation of drive.
2. Check operation of interior fan.
3. Clean all contacts. Tighten all loose connections.

H. CLEANING OF MECHANICAL EQUIPMENT ROOMS AND EXHAUST FAN ROOMS

Monthly

1. Vacuum or wipe clean all equipment surfaces and all related appurtenance.
2. Vacuum clean or sweep complete floor and platform areas. **DO NOT wet floors and platform area where there is no waterproofing.**
3. Wet wash complete floor area with tap water where allowed. **CAUTION: DO NOT splash water onto the electrical and mechanical equipment.**
4. **Remove all** used, deteriorated, replaced, discarded parts and related debris.

5. Notify Officer-in-Charge of any dangerous conditions, improper storage of furniture, materials and supplies which impacts your work within rooms and enclosures, including vandalism.

I. FRESH AIR INTAKE GRILL

Semi-Annually

1. Grill shall be cleaned with brush, vacuum or if heavily sooted, the grill shall be cleaned with approved detergent and rinsed with tap water.
2. Paint to match all corroded or rusted grills.

J. VALVES AND CONDENSER WATER LINES, EQUIPMENT AND SUPPORTS

1. The Contractor shall exercise all equipment shut-off valves for proper operations and tightness.
2. Wire brush and remove rust from pipe, equipment and support surfaces, then prime and paint rust to prevent further rusting. Perform work **immediately upon discovery or notification**.

K. CONDENSER AND CHILLED WATER TREATMENT(Chemical Water Treatment)

1. Contractor may subcontract for the chemical and water treatment service, which shall be provided under this contract by a qualified water treatment company experienced in the business of servicing air conditioning chilled water systems. (See attached Specifications for Chemical Water Treatment Service of Air Conditioning Systems" and refer to the portion of the SPECIAL PROVISIONS regarding SUBCONTRACTING.)
2. Log and date maintenance service actions in a "Chemical Treatment Log Book" (e.g. monthly water analysis, equipment maintenance and repair, chemical feed set points and adjustments made, and notate amount of each chemical used on-hand.)

L. CHILLER WASTE OIL DISPOSAL

1. The Contractor shall dispose of the waste oil yearly, at the same time (within one week), after all the annual services and overhauls have been performed by the Contractor on the multiple centrifugal/screw chillers and as indicated herein. The chiller waste oil shall be considered as **hazardous waste** and be properly disposed of accordingly. A manifest report shall be provided.
2. The Contractor or their disposal agency shall be registered with and have a United States of America, Environmental Protection Agency (US-EPA) Identification number, and be licensed in the State of Hawaii. The Contractor, and any other entities they involve, shall be familiar with and follow requirements of US-EPA, US-DOT, State of Hawaii and Local Authorities, as appropriate, regarding the performance of the waste oil disposal work. In addition, all entities involved with and have a US-EPA Identification number, and be licensed in the State of Hawaii, if required.

3. The Contractor, after having performed the 10,000 hour overhaul and annual services to the chillers including oil change, shall store the used (waste) oil in suitable (no leak), tagged and identified containers within the chiller room awaiting pick-up and disposal. Identification shall include type of waste and approximate amount to the nearest gallon. The Contractor shall collect all waste oil containers identified as chiller waste oil and transport them in US-DOT approved shipping/transportation containers. The Contractor shall make all required arrangements for shipping/transportation with appropriate paperwork and safely ship/transport the containers to a US-EPA approved hazardous waste disposal site. Also, the Contractor shall legally dispose of the existing storage containers. After the disposal of the waste oil, the Contractor shall provide official copies of the US-EPA Uniform Hazardous Waste Manifest to the Judiciary.
4. The Contractor, and any other involved entities, shall be responsible for appropriately cleaning up any spills which may occur during the entire performance of the disposal work, including shipping/transporting and shall support, protect and save harmless the Judiciary in regard to this work.

1.4. REPORTS

Prior to the commencement with the work on the contract, the Contractor shall submit to the Officer-in-Charge his monthly inspection schedule for the period of the contract. The Contractor shall also maintain a record, documents and other evidence pertaining to the maintenance, repair and costs for the air conditioning system to the extent and in such detail as will properly and adequately reflect the past maintenance history and cost (labor, materials, parts and equipment). The Contractor shall also submit an updated inventory of all equipment during the contract period.

All Contractor service reports, whether regular maintenance, trouble call, emergency or authorized extra work, shall be filled out properly and completely at the time of service and shall include: day and date, time started, time completed, service performed, materials used and costs, control number, service person, and shall be certified (signed) by the Officer-in-Charge.

1.5. WORK SCHEDULE

The Contractor shall perform maintenance, inspection and repair services to the air conditioning and ventilation system, all in accordance with the best commercial practices and as required to provide assurance of safety and operational reliability.

Within seven (7) days after the award of this contract, the Contractor shall submit to the Officer-in-Charge, in writing, a proposed schedule on inspection, preventive maintenance, maintenance checklist and maintenance record system, all in sufficient detail to show its adequacy in carrying out the terms of this contract. Contractor shall include forms and checklists to be used by his maintenance personnel in the performance of the contract requirements for approval by the Judiciary. The Judiciary reserves the right to provide the Contractor with preprinted maintenance worksheets to be completed by the Contractor.

All maintenance tasks described herein shall be performed between the hours of 7:30 a.m. to 4:30 p.m. on normal working days, Monday through Friday, excluding State holidays and/or on days that work is not officially scheduled. All service reports shall be certified by the Officer in Charge.

1. Monthly maintenance tasks shall be performed in the last week of the month, normal working days (Monday through Friday) or as coordinated by the Officer-in-Charge. Monthly service shall be performed not less than 3 weeks or more than 5 weeks from last service period.
2. Quarterly maintenance tasks shall be performed in January, April, July, and October, normal working days (Monday through Friday) or as coordinated by the Officer-in-Charge.
3. Semi-annual maintenance tasks shall be performed in March and September, normal working days (Monday through Friday) or as coordinated by the Officer-in-Charge.
4. Annual maintenance tasks shall be performed in December, normal working days (Monday through Friday) or as coordinated by the Officer-in-Charge.
5. The Contractor is required to schedule his work to accommodate courtroom times to prevent court disruption and/or may be required to return at a more appropriate time at no additional cost to the Judiciary, but work must be performed and not missed.
6. In the event the Judiciary requests the Contractor to perform maintenance tasks on the weekend or after normal working hours, the Judiciary shall compensate the Contractor only for one half (1/2) the hourly rate provided by the bidder on the offer form for its employees which includes applicable fringe benefits, mileage, travel, and tax costs. The Contractor shall be responsible for all other costs as if the work was performed during normal working hours.
7. All work performed shall be subject to random periodic inspection by the Officer-in-Charge or a representative of the Judiciary. The Judiciary reserves the right to have the Contractor present at such inspections to be scheduled by the Judiciary periodically.
8. The Contractor shall be informed of all deficiencies found by the Officer-in-Charge or a representative of the Judiciary. The Contractor shall correct all deficiencies within seven (7) days. If deficiencies are not corrected within the seven-day period, the provision on liquidated damages will be applicable.

1.6. MAINTENANCE CHECKLIST/LOG BOOK

The Contractor shall prepare and maintain a maintenance checklist/log book and post a checklist/log book on each unit as described herein. The checklist/log book will include the date maintenance was performed, the name of the mechanic who performed said maintenance and the type of repair work performed on the unit, if any. It will be the Contractor's responsibility to maintain the checklist/log book by recording the above data after each scheduled maintenance and emergency repairs, and have the checklist/log book available for inspection.

At the end of each contract period the Contractor shall submit with their final invoice, completed checklist/log books of all air conditioning and ventilating equipment. **No payment will be made until all completed checklist/log books are received.**

1.7. EMERGENCY SERVICE AND AUTHORIZED EXTRA WORK

Emergency service required between regularly scheduled maintenance calls shall be rendered within two (2) hours after the Contractor is notified, non-work days excluded. Emergency service required during non-work days shall be rendered within eight (8) hours. One hour of labor for emergency service shall be provided at no additional charge to the Judiciary except as noted. Labor, to replace parts and supplies provided by Contractor as part of this maintenance agreement, shall be provided at no extra charge, except as noted.

The Contractor shall provide copies of the past maintenance history and cost upon request by the Officer-in-Charge. As repair jobs are completed, Contractor must notify the Officer-in-Charge daily and not longer than weekly of the status of repairs and estimated completion time. When "chargeable" emergency services or authorized extra work are necessary, the Contractor shall promptly provide the Officer-in-Charge within 24 hours of the notification of the emergency repair trouble call, with an estimated cost and shall receive advance approval from him prior to performing any such work over three (3) hours labor or \$300.00 total cost.

The Judiciary reserves the right to have maintenance or repair tasks performed on weekends or after normal operating hours. Whenever the Judiciary exercises this right, the Judiciary shall compensate the Contractor only for the difference between his normal labor rate and overtime labor rate.

A written quotation shall follow within 48 hours of any "chargeable" emergency services performed, containing the following minimum information:

1. Description and breakdown of material, parts and labor costs.
2. Extra costs such as air freight.
3. Completion date.

Contractor shall bill such "chargeable" emergency services or authorized extra work separately from the contract price. Unless the Contractor is given a separate purchase order authorizing him to make such repairs, the Judiciary shall not be held responsible for payment of any such work performed by the Contractor.

The Contractor shall notify the Judiciary when parts are not readily available to accomplish the repairs. The Judiciary reserves the right to have the parts sent by air freight at the expense of the Judiciary.

1.8. EMERGENCY SERVICE PROCEDURES

1. Facility Manager informs Officer-in-Charge of air conditioner problems.
2. Officer-in Charge notifies Contractor of problem and assigns control number.
3. Contractor will report to Officer-in-Charge that day or call the following day and report the status of the emergency call by control number.
 - a. If completed, Contractor will inform Officer-in-Charge of their evaluation of the trouble and the action taken to remedy the situation.

- b. If not completed, Contractor will inform Officer-in-Charge of the problem and provide an estimated completion date.
4. **Once a week** the Contractor shall report on **all outstanding emergency calls** and their estimated completion date and/or action pending.
5. Unauthorized extra work performed on a trouble or emergency call may not be compensated as determined by the Officer-in-Charge.

1.9. PARTS AND MATERIALS

The Contractor shall restore to serviceability all parts that are found to cost less to restore than to replace with a new part. Where parts are worn out and cannot be restored, the Contractor shall replace these parts with new parts. Only new, standard parts manufactured by the maker of each unit or parts of equal quality shall be used. All parts and materials (parts less than \$1,000) shall be provided at no additional cost to the Judiciary. Parts exceeding \$1,000 in cost will be paid for by the Judiciary.

The Contractor shall maintain a supply of parts and materials that are required for normal repairs of the air conditioning units. The Contractor shall notify the Judiciary whenever parts are not locally available to accomplish the repairs. **The Judiciary reserves the right to have the parts sent by air freight at the expense of the Judiciary and the air freight costs shall not include contractor mark up. Parts shall be charged at cost, plus mark up not to exceed 20% (twenty percent). Invoices from suppliers shall be provided to the Judiciary to substantiate cost and markup.**

1.10. ALLOWABLE COSTS FOR PARTS

If replacement parts or materials costing more than \$1,000 are required, the Judiciary shall compensate the Contractor for the part(s) at the Contractor's cost. The Contractor's material cost mark-up shall not exceed 20%, which shall include overhead, profit, taxes, and any other incidental expenses. Shipping may be excluded from the 20% mark-up if it is excessive but will be compensated (in full) without mark-up. If a subcontractor service is required, the Contractor's mark-up shall be limited to 10%, which shall include all of the above mentioned expenses. The Contractor shall substantiate all costs by submitting copy of part or material invoices with their invoice to the Judiciary. Use only new, standard parts or material as manufactured by the maker of each unit or part of equal quality.

1.11. CLEAN UP AND WORK PRACTICES

The Contractor shall keep the job site free of debris, discarded parts, refuse, etc. and shall clean all oil drippings during the daily progress of work. The Contractor shall remove all tools, used or waste oils and fluids, parts and equipment from the service areas upon completion of the work and legally dispose of, whether hazardous or not, in accordance with EPA and/or other government regulations including providing written records. The Contractor shall support and protect the Judiciary legally and financially with regard to these regulations.

The Contractor shall exercise caution during the progress of maintenance and repair work to prevent damage to the ceilings, roofing and other building structure. Contractor shall restore all damages, caused by his negligence, at the Contractor's expense when requested by the Judiciary.

1.12. SAFETY PRECAUTIONS

The Contractor is not to perform maintenance and repair work until all switches are de-energized, locked, and tagged. The Contractor shall comply with all applicable safety regulations promulgated by OSHA, EPA, and other governmental agencies.

End of Section

**SECTION TWO SPECIFICATIONS
CHEMICAL WATER TREATMENT SERVICE
OF AIR CONDITIONING SYSTEM
AT THIRD JUDICIAL CIRCUIT (HALE KAULIKE)**

2.1. SCOPE

1. Contractor may subcontract for the services of a Chemical Water Treatment Contractor (WTC) who shall have a minimum of five (5) years water treatment service experience in Hawaii and who shall provide all necessary equipment, chemicals and services required to control corrosion, scale, and biological growth in the following systems:
 - A. Cooling tower
 - B. Condenser water
 - C. Chilled water

all in accordance with the specifications, special provisions, and terms and conditions herein; using qualified personnel with a minimum of five (5) years of field experience or an engineering degree in maintaining a water treatment program.
2. **A minimum of 10% of the estimated annual usage of chemicals specified herein must be delivered to the service site prior to the start date of this contract.** Each package of chemicals delivered shall be labeled with directions for usage per the approved dosage for each chemical. Submit the appropriate MSDS sheets for all chemicals with the initial delivery.
3. The treatment supplied by the WTC shall be one that has been designed and tailor-made for the water being used in each system.
4. The WTC shall warrant that the chemicals used in the water treatment program and offered herein will not endanger the health or safety of persons coming into contact with the materials, damage personal or real property, have a detrimental effect on the metallic or non-metallic materials in the equipment being treated; as long as the WTC instructions are followed.
5. The chemical containers and equipment shall be located within a leak containment system. **The WTC shall have an absorbent and/or clean-up system/program that must be available at each site and be submitted and approved by the Judiciary prior to start date of this contract.**
6. All material and equipment that is found to be missing shall be provided by the WTC as required for the execution of this work and shall **become the property of the Judiciary**. Therefore any costs for materials and equipment used must be included in the offer price as submitted. The WTC shall submit an updated list of all equipment and parts included in the Water Treatment system to the Judiciary once a year at the end of the contract period, including name, model no., serial no., etc.
7. The WTC shall provide any and all testing (e.g. Ligonella, etc.) as may be required to safeguard and protect the Judiciary should suspect conditions, allegations or complaints be experienced or as requested at no additional cost to the Judiciary.

2.2. MINIMUM REQUIREMENTS OF THE TREATMENT PROGRAM

2.2.1. SCALE AND CORROSION CONTROL

- a. Scale and corrosion shall be inhibited by the controlled use of scale and corrosion prevention materials as herein noted.
 1. The use of essentially toxic and staining corrosion inhibitors such as chromate will not be permitted. The chilled water system is a closed system and can use nitrite solutions.
 2. The use of inhibitors such as organic phosphorous type will be permitted.
 3. The WTC corrosion inhibitors selected shall have been proven effective by at least two years' usage in the State of Hawaii.
 4. Poly-phosphates are not considered effective corrosion inhibitors and shall not be permitted.
- b. An automatic feed system is generally installed at the service site for the WTC use; however, the WTC must verify this information and shall install and install in whole or part that which is missing from the system as currently installed at the site.
 1. The system shall include a completely automatic proportional pump feed and the bleed-off shall be in direct proportion to equipment load indicated by the makeup water (condenser water).
 2. Control shall be by means of a solid state conductivity meter, controller and a flow through probe sensor (condenser water).
 3. The controller is to be programmed to bleed-off the system and to regulate a preset (adjustable) solution feed pump (condenser water).
 4. A biocide timer to regulate a preset (adjustable) solution feed pump (condenser water).
 5. Closed system valved by pass Pot feeder (chilled water).
Note: WTC shall use their own injection pump to install chemicals.
- c. The water treatment must constantly prevent the build-up of adherent mineral deposits on the heat transfer surfaces of the equipment being treated. Periodic circulation of inhibited descaling acids will not be considered as meeting these specifications.
- d. **The WTC shall install a test system immediately at the start of the contract.** The test system shall include strainer, isolation and Dole valves, piping kit and test coupons. **Prior to installation**, the WTC must submit to the Judiciary for approval the proposed test system installation plan layout or schematic piping diagram. WTC to perform an ISO 9000 corrosion analysis and test coupons replacement **semi-annually** at the end of June and December. Make adjustments to the water treatment program as required by findings and **submit reports to the Judiciary within one (1) month of coupon**

replacements. Corrosion rates shall be less than 2 mil per year for copper and 4 mils per year for steel - both with **no pitting**.

2.2.2. BIOLOGICAL GROWTH CONTROL

- a. Bacteria, algae and slime growths shall be prevented in all water circuits by using suitable biocides.
- b. Chemicals may be fed into water circuits requiring continuous make-up by automatic proportional feeding devices or by adding directly to the tower sump as required. Chemicals shall be slug fed into the system on a regular basis and not added continuously.
- c. Bromine oxidizing biocides may be used, but shall not include metallic salts, such as tin. A sufficient halogen residual shall be maintained to prevent Ligonella. Quaternaries may be used, but only with oxidizing biocides.

2.2.3. CHEMICALS

- a. All chemicals shall be supplied in their original factory containers and no dilution of chemicals is allowed. Handling of chemicals shall be by the WTC and shall include specific application information, safety, and quality control information, including MSDS sheets.
- b. The chemicals provided must meet OSHA, Environmental Protection Agency, and ISO 9000 requirements for safety to personnel and the environment, and must be approved by the State.
- c. All chemicals supplied shall have been registered and in satisfactory use in Hawaii for at least two years. Bidder may be required to provide evidence of satisfactory performance of the chemical offered. The Judiciary shall be the sole judge of such satisfaction and the Judiciary's decision shall be final.
- d. Chemicals, other than those presently being used in the water treatment program, hereinafter referred as "new chemicals," shall be compatible with the existing chemicals, scale and corrosion inhibitor and broad spectrum bacteriostat.
 - 1. Verification by an independent testing laboratory for the compatibility of the new chemicals shall be submitted upon award and **prior to commencement of work**.
 - 2. This verification is required for all chemicals not presently being used in the treatment program.
 - 3. Should the new chemicals be determined to be incompatible with the chemicals presently in use, the WTC shall be responsible for flushing the system to remove all chemicals before the new chemicals are introduced into the system. Any damages to the system resulting from the failure of the WTC to satisfactorily flush the system shall be repaired by the WTC at his expense and at no cost to the Judiciary.

- e. The Judiciary will require the WTC to use the Judiciary's existing on-site stock of chemicals before purchasing additional chemicals. **If the existing chemicals are not compatible with the new chemicals, they shall be legally disposed of by the WTC within the first two months of the contract and at no cost to the Judiciary. All other on-site aged, unused or stored chemicals must also be legally disposed of by the WTC within the first two months of the contract and at no cost to the Judiciary.**

2.3. SERVICE REQUIREMENTS

1. **Upon award of the contract** the representative designated in the bid as the WTC **shall visit the service sites to make an initial detailed chilled, condenser and raw water analysis** to establish the prescribed treatment program.
 - a. The initial service call shall include establishment of treatment dosages, bleed schedules, and intervals to replenish chemicals for automatic feed system.
 - b. The WTC shall submit a report on the results of the initial water analysis and the prescribed water treatment program including findings and recommendations. **This report shall be submitted within three (3) calendar days following the service call to the service call to the Judiciary.**
 - c. The WTC shall also submit supplemental monthly, semi-annual and other supplemental reports as required and shall initiate and document changes required from the initial prescribed water treatment program.
2. The designated representative of the WTC shall make service calls and water analysis/testing at intervals of a maximum of thirty (30) calendar days for condenser water and one hundred eighty (180) calendar days for chilled water, or sooner if required or notified of concern. WTC shall notify the Officer-in-Charge **prior** to conducting the test and **upon completion** of the service/testing.
 - a. The representative shall make initial application of each material and shall continuously furnish specific treatment of the water as required.
 - b. He shall also investigate any unusual conditions pertaining to scale deposition as indicated by condenser operating data, corrosion, and algae growths, & implement corrective action, as required.
 - c. The WTC shall submit the results of the water analysis and the prescribed water treatment including findings and recommendations and service requirements performed in a report. This report shall be submitted **within three (3) calendar days** following the service call.
3. The WTC shall be totally responsible for a continuous water treatment program.
 - a. WTC shall be available on-site during the performance of the cooling tower and condenser tube cleaning services and coordinate the inspection with the Contractor and the Judiciary
 - b. The WTC shall be totally responsible for the water treatment equipment and shall keep it functioning at its optimum through proper maintenance, repair, or replacement as required including piping and electrical.

4. Condenser Water Chemical Feed System shall be serviced **monthly** as follows:
 - a. Check chemical feed pumps for proper operation and/or adjust if needed. Check agitator motor where applicable.
 - b. Check condition of chemical drums and containment system for leaks and repair/replace and refill as required.
 - c. Check operations of automatic chemical controller system for proper sensor and piping for proper operation. Check for leaks and repair.
 - d. Calibrate chemical feed as required by water analysis from test results. Indicate amount of each chemical used at each site.
 - e. Log water meter readings for makeup and bleed where available. Remove **empty** chemical containers and clean area.
 - f. Certify that system has received monthly service and report all discrepancies, adjustments, repairs or corrections performed.
5. Chilled Water Chemical Feed System shall be serviced **semiannually** in April and October as follows:
 - a. Check chemical concentration and add chemicals as needed to keep the residual concentration in 800 to 1000 PPM range. Should recharging be required, it shall be performed within one week from discovery or notification along with a new report to be submitted immediately.
 - b. Certify that system has received semiannual service and report residual concentration and the amount of chemical used.
6. The WTC shall maintain a "service log" at each chiller room for recording the following information for each visit, also include in submitted regular service reports and recheck service reports:
 - a. Name of service representative and date of service.
 - b. Items serviced, adjusted, repaired, etc.
 - c. Record set points and recommended ranges including (make-up and bleed water meter readings at locations where available) and quantities of each chemical used and remaining.
 - d. Record and analyze readings of raw and systems water samples to include but not be limited to: PH, conductivity (micro-mho), silica, alkalinity, calcium hardness, magnesium, chlorides, bio-organism counts and nitrite residuals.
7. All work done and all material furnished shall be subject to inspection and approval of the Officer-in-Charge so as to ascertain that the services rendered are in accordance with the requirements and intentions of the specifications, special provisions, and the general conditions.

2.4. PENALTIES

The Contractor shall not be responsible for repairs/penalties due to flagrant vandalism, fire, storm, or related damages that can be attributed to causes beyond his control. However, the Contractor shall be responsible for such repairs/penalties if the damages are caused by the Contractor's negligence or failure to properly maintain and repair the equipment/system.

1. The WTC shall clean the system at no cost to the Judiciary within thirty (30) days of discovery of the Contractor's failure to meet minimum and service requirements.
2. If the corrosion rate exceeds 2 mils per year for copper and/or 4 mils per year for steel, the WTC shall be assessed damages of \$3,000.00 per chiller in the system.
3. If the bacterial population in the condenser water exceeds 10,000 colonies or is judged to be out of control by the Judiciary, the WTC shall take immediate corrective action to reduce the population below 10,000 colonies.
4. The WTC may be assessed \$50.00 per incident for each and every calendar day from the date of non-compliance. If the WTC fails to correct any condition which does not meet the minimum and service requirements indicated above, the Judiciary reserves the right to require Contractor to replace the WTC and to not allow the WTC to bid or participate in any Judiciary work.
5. If water meter readings indicate excessive water usage by the condenser water system in the absence of mechanical problems in the system, the cost of the excess water used as calculated by the Judiciary will be deducted from the WTC billing to the Judiciary.
6. Should a chemical cleaning of the chiller tubes become necessary, the WTC shall perform same including the re-brushing of the chiller tubes all at no additional cost to the Judiciary, and in addition be assessed \$500.00 per chiller per occurrence.
7. Should corrosion damage to any part of the system occur due to the use of oxidizing biocides, halogen levels exceeding 0.5 ppm, the WTC shall be required to repair or correct the damages, and in addition be assessed \$500.00 per chiller per occurrence.
8. Should an unsatisfactory condition be discovered or upon notification, the WTC shall correct it immediately and re-check the system within one week and submit a new report. Failure to re-check and submit a new report shall cause the WTC to be assessed a \$25.00 per incident for each and every calendar day from the date of non-compliance until the re-check and report is submitted.

End of Section

SECTION THREE SPECIAL PROVISIONS

3.1. SCOPE

Work included in this contract shall consist of providing MAINTENANCE SERVICE, AND CHEMICAL WATER TREATMENT SERVICE FOR AIR CONDITIONING AND VENTILATION SYSTEM AT THIRD JUDICIAL CIRCUIT (HALE KAULIKE), THE JUDICIARY, STATE OF HAWAII. All work shall be performed in accordance with these Special Provisions, the attached Specifications, General Conditions, dated February 2001 and Procedural Requirements dated May 2003 by reference made a part hereof and available at our website: <http://www4.state.hi.us/jud>

3.2. OFFICER-IN-CHARGE

For the purpose of this contract, Mr. Colin Young, Court Fiscal Officer, Third Judicial Circuit, or his designee shall be designated Officer-in-Charge. The telephone number at which he may be reached is (808) 961-7424. Mr. Peter Pasalo, Facilities Manager, Third Judicial Circuit is designated the contact person for this contract. He may be contacted at (808) 961-7680.

3.3. PRICE ADJUSTMENT

Request for contract price adjustment may be approved, effective July 1st of each extended contract period, provided that such adjustment meets the following:

1. Seventy percent (70%) of the monthly contract price for the facility for furnishing maintenance service may be adjusted, provided the wages paid to a State **Air Conditioning Mechanic I, BC10**, is adjusted due to contract negotiations during the contract period previous to the extension being negotiated. At the release of this bid solicitation, the current wage of a State employee performing similar work are known. Effective, March 1, 2009, the basic hourly wage paid to an Air Conditioning Mechanic I, BC -10 is \$22.23. Accordingly, Offeror should consider the aforementioned wage rate when preparing his/her bid proposal. The wage rate for the above State employee effective January 1, 2010 is not known at this time.
2. Increase in contract price shall be limited to the percent of increase in wages paid to the aforementioned State position, provided however, where the Contractor's wages exceed that paid to the aforementioned State position and the percentage increase in the Contractor's wages made during the contract period previous to the extension being negotiated, is less than the percentage increase to the State employee's wages, adjustment will be limited to the percent of adjustment in the Contractor's wage. The increase requested must result in increase in wages to the contractor's employees performing the work herein, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefit, workers compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.
3. Thirty percent (30%) of the contract price shall not be subject to increase.

Note that if a price adjustment is not requested by the Contractor for any extended contract period, it cannot be requested during a future extension period. For example, if a price adjustment is requested during the second contract extension period but not during the first contract extension period, the price adjustment, if approved, will include an adjustment for the second extension period only, not both the first and second extension period - it is **not retroactive**.

3.4. OFFEROR QUALIFICATION

Prospective Offerors must be properly certified by the State of Hawaii to perform air conditioning equipment maintenance and to conduct business in the State. Offers submitted by noncertified and unlicensed offerors shall be rejected.

A. EXPERIENCE AND PERSONNEL QUALIFICATIONS

1. The Offeror shall have a minimum of five (5) consecutive years experience (immediately prior to the bid opening date) in the field of air conditioning and ventilation equipment maintenance service and repair service of centrifugal and reciprocating chillers. Bidder's personnel can be listed only once in the mechanics spaces provided on the appropriate Offer forms. All bidders must be able to produce documented maintenance and repair experience to substantiate their claim of experience.
2. The bidder shall have at least one (1) full-time journeyman refrigeration/air conditioning mechanic who is a regular employee of the bidder at the time of bid with a minimum of five (5) consecutive years of **centrifugal chiller maintenance and repair experience** (immediately prior to the bid opening date) on similar types of equipment as indicated in these specifications. **The bidder shall furnish the above information for centrifugal chiller journeymen mechanics on the Offer form.**
3. The bidder shall have at least two (2) journeymen refrigeration/air conditioning mechanics, who are regular employees of the bidder at the time of bid assigned to perform air conditioning and ventilation equipment maintenance and repair. Each mechanic shall have a minimum of three (3) consecutive years of **maintenance and repair experience (immediately prior to the bid opening date) of air conditioning and ventilation equipment, other than** centrifugal and reciprocating chiller equipment on similar types of equipment as indicated in the specifications. **The bidder shall furnish the above information for journeymen refrigeration/air conditioning mechanics on the Offer form.**
4. The bidder shall also have refrigeration mechanics who are regular employees of the bidder at the time of bid to assist the journeymen refrigeration mechanics perform air conditioning and ventilating equipment maintenance and repair. Each mechanic shall have a minimum of two (2) consecutive years of **air conditioning maintenance and repair experience of air conditioning and ventilating equipment**, on similar types of equipment as indicated on these specifications. **The bidder shall furnish the above information for journeymen refrigeration/air conditioning mechanics on the Offer form.**

5. Journeyman refrigeration/air conditioning mechanics **qualifications** must be in accordance with the **local union requirements** and PROOF MUST BE PROVIDED.

ALL AIR CONDITIONING/REFRIGERATION MECHANICS MUST HAVE A REFRIGERATION UNIVERSAL CERTIFICATION CLASSIFICATION AND MUST PROVIDE PROOF OF THIS CERTIFICATION.

All mechanics assigned to work on any chiller shall be trained and certified in the use of a self-contained breathing apparatus.

All prospective offerers shall provide documented maintenance experience records to substantiate their claim of experience as indicated above at the time their offer is submitted.

6. The Judiciary reserves the right to reject a bid submitted by any bidder who provides false personnel qualifications. Falsification of personnel qualifications, inability to perform the work in accordance with these specifications, utilization of unqualified personnel, or excessively high turnover of personnel assigned to this project SHALL CONSTITUTE A BREACH OF CONTRACT.
7. QUALIFICATION FORM. Bidder shall complete and submit the required qualification form requested in Offeror Qualification section of these Special Provisions. If requested by the Judiciary, the bidder shall have five (5) days to provide additional information/documentation. Failure to do so may result in disqualification of the bidder. The Judiciary reserves the right to reject any bid that is missing any requested information or provides false personnel qualifications.

B. REFERENCES

Bidder shall list on the bid proposal form at least three (3) references in the State of Hawaii, for whom bidder has performed a total coverage mechanical maintenance service of air conditioning and ventilation equipment and temperature control system on a regular basis within the last 5 years, that is similar in nature and volume to services specified herein, that will qualify bidder to perform the project. The Judiciary reserves the right to contact the references provided, and to reject any bid submitted by a Contractor whose performance on other service contracts similar to this type of service has been proven unsatisfactory.

C. CONTRACTOR LICENSES

Contractor at the time of bid submittal, must possess a valid State of Hawaii contractor's license to perform air conditioning equipment maintenance and the required business and tax licenses in order to conduct business in the State of Hawaii. Both the contractor's license and tax license must be kept in force during the duration of this contract and for any extensions that may be agreed upon.

D. SPARE PARTS

The Contractor shall maintain spare parts, refrigerant, and materials that are required for normal repairs and maintenance to air conditioning and ventilating equipment.

E. PERMANENT OFFICE

OFFEROR awarded this contract shall have a permanent office location where OFFEROR conducts his business and is accessible to telephone calls for complaints or requests that require immediate attention. Answering services are not acceptable. The permanent office location shall be stated on the Proposal.

F. EXAMINATION OF SERVICE AREAS

1. Prospective Offerers are required to visit the service areas listed on the Equipment Listing Schedule and thoroughly familiarize themselves with existing conditions and the amount and kind of work to be performed. No additional compensation will be made by reason of any misunderstanding or error regarding conditions at the service areas or the amount and kind of work to be performed.
2. OFFEROR shall consider the existing equipment to be in "**as is**" condition, no additional compensation may be allowed for replacing non-working components. **Submission of bid shall be evidence that the OFFEROR understands and will comply with these specifications if awarded the contract. All equipment whether listed on the schedule or not, but is a component of the air conditioning system, shall be serviced.** Appointments to inspect the Third Judicial Circuit (HALE Kaulike) may be made by telephoning the Officer-in-Charge, between the hours of 7:45 a.m. to 4:30 p.m., Monday to Friday except on State holidays.

3.5. OFFER PREPARATION

a) **Legal Name** Offeror is requested to submit its bid under its exact legal name as registered at the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.

b) **Bid Quotation** Bid price shall include labor, supervision, materials, supplies, equipment, trucks and other appurtenances necessary to provide air conditioning maintenance services as detailed in the accompanying Specifications. Bid price shall also include all applicable taxes and other costs incurred to provide services as specified.

All Offers submitted must be on the forms provided and must be in accordance with the terms and conditions stated herein. Any offer stating terms and conditions contradictory to those included herein will be rejected without further consideration.

c) **Wage Certificate** OFFEROR shall complete and submit the attached Wage Certificate by which the OFFEROR certifies that the services required will be performed pursuant to Section 103-55, H.R.S. Offerers are advised that Section 103-55, H.R.S., provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerers are further advised

that in the event of an increase in wage rates to public employees performing similar work during the contract period, the Contractor will be obliged to increase their wage rates accordingly.

In the event of a wage increase to public employees during the contract period, the Contractor will be notified of such increase and the method by which the Contractor can apply for the increase in contract price. These increases shall include additional costs for those benefits required by statute, i.e. federal old age benefits, worker's compensation, temporary disability insurance, unemployment insurance and prepaid public health insurance.

Contractor shall be obliged to notify its employees performing work under this contract of the provisions of Section 103-55, H.R.S., and the current wage rate for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business in an area accessible to all employees, or may include such notice with each paycheck or pay envelope furnished employees. To assist Offerers in determining whether the work his employees are to perform under this contract is similar to that performed by public employees, attached are class specifications for the positions that perform refuse collection service duties.

d) **Proposal Guarantee** A Proposal Guarantee is not required for this project.

e) **Contract Bond** A Contract Bond is not required for this project.

f) **Tax Liability** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET). If however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Estimated Extra Work (Hourly Rate): Bid price for the hourly rate for estimated extra work service hours shall reflect Contractor's hourly rate(not an overtime rate) that will be charged for any authorized extra work that is not covered under these specifications. The estimated hourly rate for extra work is to be used solely for bid evaluation purposes and not intended to reflect a guaranteed amount or to be included in the contract amount.

3.6. CONTRACT AWARD

Award, if any, shall be made to the responsive and responsible Offeror submitting the lowest Total Bid price to provide maintenance service and chemical water treatment service of the air conditioning and ventilation system at Third Circuit Court. Offeror must bid on all items to be considered for award. If there is an error in computation of the Total Sum Bid Price the Total Bid Price per item shall govern.

To be eligible for award and prior to execution of contract, the successful Offeror will be required to submit copies of the documents listed below to demonstrate compliance with Section 103D-310(c), HRS. The documents should be applied for and submitted to the Judiciary as soon as possible. If valid certificates are not submitted on a timely basis, an offer otherwise responsive and responsible may not receive the contract.

Prior to awarding contract, the Judiciary will require verification of the following insurance coverages:

Worker's Compensation
Unemployment Insurance

Temporary Disability
Prepaid Health Care

RESPONSIBILITY OF CONTRACTOR

To be eligible for award, the apparent low bidder will be contacted to submit copies of the documents listed below to demonstrate compliance with the requirements of § 103D-310©, HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, worker's compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310©, Certificate in Good Standing (COGS) for entities doing business in the State of Hawaii.

The Contractor may choose to use the Hawaii Compliance Express (HCE) which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance". The HCE provides current compliance status as of the issuance date. In order to meet compliance, the certificate must indicate "COMPLIANT". This certificate shall be accepted for both contracting purposes and final payment. There is an annual fee to the Hawaii Information Consortium, LLC. If the Contractor chooses not to enroll in HCE, paper certificates are required.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, a contract may not be awarded.

Final Payment Requirements. In addition to a tax clearance certificate an original CERTIFICATE OF GOOD STANDING for FINAL PAYMENT (SPO Form 22) will be required for final payment. A copy of the form is also available at <http://www4.hawaii.gov/StateFormsFiles/form221.pdf>

3.7. INSURANCE

The Contractor shall at his own expense procure and maintain in full force and effect during the life of this contract, motor vehicle and general liability insurance including personal injury and property damage for all labor employed in performing services under this contract.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
General Liability Insurance	\$1,000,000 minimum per occurrence for bodily injury and property damage \$2,000,000 aggregate for damages for bodily injury and property damage
Basic Motor Vehicle Insurance	BI: \$1,000,000 per occurrence PD: \$1,000,000 per occurrence

Each Insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

- 1 "this insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the Judiciary."
2. "The Judiciary is added as an additional insured and shall be written by insurance companies licensed to do business in the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the Judiciary, certificate(s) of insurance necessary to satisfy the Judiciary that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the Judiciary during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the Judiciary, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the Judiciary to exercise any or all of the remedies provided in this contract for a default of the Contractor.

3.8. CONTRACT EXECUTION AND EXTENSION

Successful Offeror receiving the award shall be required to enter into a formal written contract. The Contractor shall enter into a contract for a period of twenty six (26) months commencing May 1, 2010 to June 30, 2012. The contract shall be enforceable only to the extent that funds have been certified and are available of the purchase of the identified services. The Unless terminated, and subject to availability of funds, the contract may be extended by the Judiciary for not more than two (2) additional twelve (12) month periods without rebidding, upon mutual agreement in writing at least sixty (60) days prior to expiration. The contract may be extended provided the monthly contract price for the extended period remains the same as the previous year's, adjusted as set forth in the Price Adjustment provision or is negotiated and mutually agreed upon by each party and that the increase in amount will be no more than 5% of the monthly contract price. If the option to

extend for an additional period is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract. Any contract extension must be executed by the Contractor on less than thirty (30) days prior to the scheduled date of termination, otherwise the requirement must be rebid. All contract extensions are subject to the availability of funds.

3.9. EMPLOYEE CLASSIFICATIONS

OFFEROR is requested to review the attached public employee classifications and to designate on proposal if his employees are performing similar or equal services. OFFEROR who is awarded this contract and who designates that his employees are not performing services similar or equal to public employees will not be entitled to price adjustment(s) under the Price Adjustment clause of these Special Provisions should public employees receive a wage increase at any time subsequent to July 1, 2007.

3.10. SUBMISSION OF PROPOSAL

Offerers shall submit three (3) copies (1 original, 2 copies) of the Proposal Submission Packet. Completed proposals must be submitted no later than 2:00 p.m. HST on April 6, 2010

The Judiciary, State of Hawaii
Financial Services Office
1111 Alakea Street, 6th Floor
Honolulu, HI 96813-2807
Attention: Kathleen Kim

PROPOSALS RECEIVED AFTER THE ABOVE DATE AND TIME SPECIFIED SHALL NOT BE ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED.

3.11. SUBCONTRACTING

The Contractor shall not delegate any duties listed in this IFB to a subcontractor other than those listed on the Offer Form unless given written approval by the Financial Services Administrator. The Judiciary reserves the right to approve subcontractors and to require the primary Contractor to replace a subcontractor(s) found to be unacceptable. The primary Contractor will be the sole point of contact with regard to contractual matters, including payment to any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary Contractor performs them.

Maintenance Service: Bidder shall not subcontract this portion of the work. Bid price for maintenance services shall include **ALL COSTS** for labor, equipment, parts and materials (costing less than \$1,000), refrigerant and recovery of refrigerant using EPA certified recovery equipment, mileage and all taxes, and any other expenses necessary as required to perform the service as specified in this bid solicitation. In addition, OFFEROR is requested to furnish in the space provided on the Offer Form, the applicable labor rate that will be charged for extra work (not covered under the scope of work of this IFB) as approved by the Officer-in-Charge. This rate shall be the standard hourly rate charged by the bidder

and NOT an overtime rate and shall include **ALL** applicable fringe benefits, travel, mileage and tax costs.

Chemical Water Treatment Service: Offerer may subcontract this portion of the work and the Bid Price for Chemical Water Treatment Service shall include **ALL COSTS** for labor, material, equipment, chemicals, maintenance/repair services, laboratory fees, all taxes, and any other expenses necessary to perform the Chemical Water Treatment. Bidder shall furnish the price as required by the Chemical Water Treatment specifications.

3.12. SERVICE AREAS

The Contractor shall perform the service at the facility in which the units are located. The Judiciary shall notify the Contractor of any subsequent change of unit locations listed on the Equipment Schedule and furnish any other pertinent information necessary for the proper execution of the contract.

3.13. SERVICE REQUIREMENTS

The Judiciary reserves the right to add or delete air conditioning equipment to this contract. When units are deleted from the contract, the Judiciary will not make adjustments to the contract price; however, the Judiciary reserves the right to replace deleted units on a one-for-one basis without an increase in contract price. Further, the Judiciary reserves the right to add up to five (5) additional units without an increase in contract price. Increase in contract price for additional units in excess of the aforementioned five units shall be negotiated between the Contractor and the Judiciary and shall become binding only upon issuance of an official change order by the Judiciary.

3.14. PERFORMANCE OF WORK

While performing the work, the Contractor shall take the necessary safety and precautionary measures to prevent the occurrence of hazardous situations for the Contractor's employees, the occupants of the buildings, and the general public. The Contractor shall at all times conduct his work to assure the least possible interference with the occupants of the buildings and cause the least possible inconvenience to the public.

Property damaged by the Contractor shall be repaired or replaced by the Contractor, at his expense, to the satisfaction of the Officer-in-Charge. The Contractor shall maintain the work area in a clean and safe condition.

3.15. REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees for unsatisfactory performance of services rendered and to be rendered to the Judiciary, upon request in writing by the Officer-in-Charge.

3.16. INSPECTION

All services provided and all materials furnished shall be subject to random periodic inspection and approval by the Officer-In-Charge, or a representative of the Judiciary, so as

to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications and Special Provisions. The Officer-in-Charge may require additional information as necessary to maintain a record of the services rendered, and also request the presence of the Contractor on field inspections to be scheduled periodically.

The Contractor shall furnish the Officer-in-Charge two copies of a service check receipt for each unit serviced and a service check list bearing the signature of the maintenance man and the signature of the designated Judiciary officer certifying receipt of services. Services which cannot be certified by a representative of the Judiciary may not be compensated.

3.17. WORK SCHEDULE

The work to be done shall be accomplished according to the Specifications. In the event the Contractor fails to complete the work according to the specified schedule, liquidated damages shall be assessed in accordance with the section on Liquidated Damages of these Special Provisions.

The Judiciary reserves the right to change the work schedule of any work site at any time upon thirty (30) days prior written notice with the bid price remaining the same.

3.18. INVOICING AND PAYMENT

Contractor shall submit original and three copies of the invoice to the following address:

The Judiciary of Hawaii
Third Judicial Circuit Fiscal Office
777 Kilauea Avenue
Hilo, HI 96720

Payment shall be made to the Contractor at monthly installments upon certification that the Contractor has satisfactorily performed the required services as specified in the Specifications and in accordance to the General Conditions and these Special Provisions.

For extra work approved by the Officer-in-Charge or his representative, a separate detailed invoice is required.

Section 103-10, H.R.S. provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or performance of the services, to make payment. For this reason, the Judiciary shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, H.R.S., as amended. The Judiciary will not recognize any requirement established by the Contractor and communicated to the Judiciary after award of the contract, which requires payment within a shorter period or interest payment not in conformance with the Statute.

3.19 OTHER SPECIAL PROVISIONS

3.19.1. TERMINATION FOR CAUSE

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified;
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work;
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable;
4. Discontinues the prosecution of the work or services;
5. Otherwise breaches any term of the contract;
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency;
7. Allows any final judgement to stand against him unsatisfied for a period of ten (10) days;
8. Makes an assignment for the benefit of creditors;
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default.

If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be off set from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

3.19.2. LIQUIDATED DAMAGES

Failure to complete the services described in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages shall be fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the Contractor delays in the completion of any item of the contract after the required date of said completion. The total sum due for such delay, shall be deducted from any payments due or to become due to the Contractor or shall be billed to the Contractor. The Contractor is responsible for payment, to the Judiciary, of all liquidated damages assessed against the Contractor.

3.19.3. RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses or neglects to perform any of the services in accordance with the requirements of these Special Provisions and the Specifications herein, in addition to the recourse stated in the General Conditions, the Judiciary reserves the right to purchase in the open market, a corresponding quantity of services specified herein and to deduct from any moneys due or that may thereafter become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the Judiciary. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the Judiciary. The Judiciary may also utilize all other remedies provided by law.

3.19.5. CANCELLATION OF SOLICITATION AND REJECTION OF OFFERS

The solicitation may be canceled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in 3-122-95 through 3-122-97 HAR.

3.19.6. CONFLICTS AND VARIATIONS

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control. In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the Specifications, the provisions of the document entitled Specifications shall control.

End of Section

WAGE CERTIFICATE

Subject: PROPOSAL NO. J10125

Description of Project: TO PROVIDE AIR CONDITIONING AND
VENTILATION SYSTEM MAINTENANCE
SERVICE AND CHEMICAL WATER TREATMENT
SERVICE AT THE THIRD CIRCUIT COURT (HALE KAULIKE)

Pursuant to Section 103-55, Hawaii Revised Statutes, I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
2. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, Hawaii Revised Statutes.

Offerer: _____

Signature: _____

Name: _____

Title: _____

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices and judges.

On behalf of _____, PROVIDER, the undersigned does declare as follows:

1. PROVIDER (is) (is not) A legislator or an employee or a business in which a legislator or an employee has a controlling interest.*
2. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. PROVIDER has not been assisted or represented for a fee or other compensation in the award of this Agreement by a JUDICIARY employee or, in the case of the Legislature, by a legislator.
4. PROVIDER has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the JUDICIARY within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. PROVIDER has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been a JUDICIARY employee, or in the case of the Legislature, a legislator.
6. PROVIDER has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, a) within the past twelve (12) months, served as a JUDICIARY employee or in the case of the Legislature, a legislator, and (b) participated while an employee or legislator on matters related to this Agreement.

PROVIDER understands that the Agreement to which this document is attached is voidable on behalf of the JUDICIARY if this Agreement was entered into in violation of any provision of Chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the JUDICIARY.

DATED: _____, Hawaii, _____, _____.
(City) (Date)

PROVIDER

By _____ Title _____

*Reminder to JUDICIARY: If “is” is circled, the JUDICIARY is required, under section 84-15, HRS, to file with the State Ethics Commission, ten (10) days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.

Proposal Form
Maintenance Service, Chemical Water Treatment Service
For the Air Conditioning and Ventilation System
at the Third Judicial Circuit (Hale Kaulike)
IFB No. J10125

OFFEROR: _____

_____, Hawaii

_____, 2010

Dear Financial Services Administrator:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated May 2001 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes to provide MAINTENANCE SERVICE, CHEMICAL WATER TREATMENT SERVICE FOR THE AIR CONDITIONING AND VENTILATION SYSTEM AT THE THIRD JUDICIAL CIRCUIT (HALE KAULIKE), THE JUDICIARY, STATE OF HAWAII, in strict compliance with the Agreement, Specifications, Special Provisions, General Conditions, and Procedural Requirements attached hereto and made a part hereof for the TOTAL BID PRICE of:

_____ Dollars (\$ _____)

The undersigned represents: (Check ☒ one only)

☐ A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**

☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, is or shall be registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawaii

State of Incorporation _____

Offeror is: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other

Federal I.D. No. _____ Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code _____

Business address (**Hawaii street address**): _____

City, State, Zip Code _____

Respectfully submitted,

Date: _____

(x) _____

Authorized Signature (Original)

Telephone No.: _____

e-mail Address: _____

Name and Title (Please Type or Print)

Exact Legal Name of Company (Offeror)

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

The following proposal is hereby submitted to provide AIR CONDITIONING and VENTILATION SYSTEM MAINTENANCE SERVICE, CHEMICAL WATER TREATMENT for the AIR CONDITIONING AND VENTILATION SYSTEM AT THIRD JUDICIAL CIRCUIT (HALE KAULIKE), THE JUDICIARY, STATE OF HAWAII:

I. Bid Costs

A. Maintenance of Air Conditioning and Ventilation System

Period	Bid price per month (A)	Months (B)	Bid Price (A x B)
5/1/10 – 6/30/11		14	
7/1/11 – 6/30/12		12	
Subtotal Maintenance of A/C & Ventilation System			

B. Chemical Water Treatment

Period	Bid price per month (A)	Months (B)	Bid Price (A x B)
5/1/10 – 6/30/11		14	
7/1/11 – 6/30/12		12	
Subtotal Maintenance of Chemical Water Treatment			

C. Total Bid **

	Description	Bid Price
A	Maintenance of A/C & Ventilation System	
B	Chemical Water Treatment	
Total Bid Price **		
Estimated Extra Work (For evaluation purposes)		
Hourly rate that will be charged for any authorized extra work [including] not covered under the scope of the specifications and as approved by the Officer-In-Charge. This rate shall be the standard hourly rate charged by the Contractor and NOT an overtime rate.		

Bid Amount shall include all applicable taxes and expenses required to fulfill the terms and conditions of this proposal.

** Total Bid should agree with the bid amount shown on page 1 of the Bid Proposal.

II. Additional Information

A. Insurance

Carrier	Policy No.	Agent
Commercial General		
Workers Compensation		
Temporary Disability		
Prepaid Health		
Unemployment Insurance: State of Hawaii I.D. No.		

B. Subcontractors

Offeror shall provide below information regarding subcontractor(s), if any to be used for this IFB. The contractor may subcontract only the **Chemical Water Treatment** portion of this bid.

Company Name and Address		Contact Person	Phone/Fax/email
Name & Qualifications of person who will be performing the work.			Contractor's License No.

C. References

Offeror shall list at least three (3) references in the State of Hawaii, other than the State of Hawaii government, for whom the bidder has performed a mechanical maintenance service of air conditioning and ventilating equipment and temperature control systems on a regular basis that is similar in nature (full service maintenance service) and volume to the services specified in this bid, that will qualify the bidder to perform this project. The Judiciary reserves the right to reject a bid submitted by any bidder whose performance on other jobs for this type of service has proven unsatisfactory.

Company Name & Address	Contact Person	Phone/Fax/email	Service Duration

HALE KAULIKE EQUIPMENT LIST

ITEM	TAG	QUANTITY	DESCRIPTION	AREA SERVED/LOCATION
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[illegible]

HALE KAULIKE EQUIPMENT LIST						REVISED DATE: MARCH 4, 2010
ITEM	TAG	QUANTITY	DESCRIPTION			AREA SERVED/LOCATION
			AIR HANDLER UNITS			
6	AHU-1-1,1-2, 2-1,2-2,3-1,3-2	6	Carrier model 39MN50 Central Station Air Handling Unit 100 gpm, 25 hp, 460/3/60			AHU 1-1(Chiller Room), AHU 1-2(Elevator 4), AHU 2-1,2-2(2ndflrMechRm), AHU 3-1,3-2(3rdflrMechRm)
	AHU-1-3	1	Carrier model 39MN60 Central Station Air Handling Unit 150 gpm, 40 hp, 460/3/60			Client Services(Outside)
	AHU-B-1	1	Carrier model 39MN10 Air Handling Unit 26.8 gpm, 3 hp, 460/3/60			Basement Mechanical Room next to Sally port
	AHU-B-2	1	Carrier model 30MN06 Air Handling Unit 18.0 gpm, 1.5 hp, 460/3/60			Basement Hallway Corridor(Janitorial Supplies)
	AHU-B-3	1	Carrier model 39MN06 Air Handling Unit 15.0 gpm, 2 hp, 460/3/60			Basement Hallway Corridor(Janitorial Supplies)
	AHU-B-4	1	Carrier model 39MN06 Air Handling Unit 22.5 gpm, 1.5 hp, 460/3/60			Basement Hallway Corridor(Interview Rooms)
	AHU-B-5	1	Carrier model 42BHC12, 7.5 gpm, 1.5 hp, 460/3/60			Basement Control Station (Closer to Juvenile Cells)
	AHU-B-6	1	Carrier model 42BHC16, 11.0 gpm, 0.75 hp, 460/3/60			Basement Control Station
	AHU IDF 1-1	1	Carrier model 42BHC30, 22.0 gpm, 1.5 hp, 460/3/60			Above hallway next to Jury Assembly Women's restroom
	AHU EB/V-1 (ELV B-1)	1	Carrier model 42BHC08, 3.8 gpm, 1/3 hp, 120/1/60			ELV B-1(Elevator1Rm)
	AHU EB/V-2 (ELV B-2)	1	Carrier model 42BHC08, 3.4 gpm, 0.5 hp, 120/1/60			ELV B-2(Elevator4Rm)
	AHU EB/V-3 (ELV B-3), AHU EB/V-4 (ELV B-4)	2	Carrier model 42BHC08, 3.8 gpm, 1/3 hp, 120/1/60			ELV B-3(Elevator 5Rm),ELV B-4(Elevator7Rm)
	AHU 1-4	1	Carrier model 42BHC12, 6.0 gpm, 0.5 hp, 120/1/60			Blind Vendor ceiling
	AHU EB/V-5		Carrier model 42BHC08BC3R60613BE987191101 120V			Sally Port Area
	AHU EB/V-6		Carrier model 42BHC12LC3R61210CE171531201 120V			Next to Elevator Machine Room 0088
			OUTSIDE AIR COILS (NO MOTORS)			
	OA B-1	1	Carrier model 39MN10, 18.5 gpm			AHU B-1
	OA 1-1	1	Carrier model 39MN12, 20.9 gpm			AHU 1-1
	OA 1-2	1	Carrier model 39MN10, 18.5 gpm			AHU 1-2
	OA 1-3	1	Carrier model 39MN08, 16.2 gpm			AHU 1-3
	OA 2-1,2-2	2	Carrier model 39MN12, 20.9 gpm			AHU 2-1, AHU 2-2
	OA 3-1	1	Carrier model 39MN14, 19.0 gpm			AHU 3-1
	OA 3-2	1	Carrier model 39MN10, 18.5 gpm			AHU 3-2
			FAN COIL UNITS			
7	FCU-IDF 1-2	1	Carrier model 42DCA08BLCY6AKYY Fan Coil Unit 1.2 gpm, 1/5, 120/1/60			IDF Room next to elevator 7 lobby on 1st floor
	IDF 1-3	1	Carrier model 42DCA08BLCY6AKYY Fan Coil Unit 1.2 gpm, 1/5, 120/1/60			IDF Room fronting Adult Probation UA testing
	IDF 2-1	1	Carrier model 42DCA08BLCY6AKYY Fan Coil Unit 1.2 gpm, 1/5, 120/1/60			IDF Room next to elevator 7 lobby on 2nd floor
	IDF 3-1	1	Carrier model 42DCA08BLCY6AKYY Fan Coil Unit 1.2 gpm, 1/5, 120/1/60			IDF Room next to elevator 7 lobby on 3rd floor
	IDF 3-2		Carrier model 42DCA08BLCY6AKYY Fan Coil Unit 1.2 gpm, 1/5, 120/1/60			IDF Room next to elevator 4 lobby on 3rd floor

HALE KAULIKE EQUIPMENT LIST

REVISED DATE: MARCH 4, 2010

ITEM	TAG	QUANTITY	DESCRIPTION	AREA SERVED/LOCATION
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Office of the Administrative Director — Financial Services Division

THE JUDICIARY • STATE OF HAWAII • 1111 ALAKEA STREET, 6TH FLOOR • HONOLULU, HAWAII 96813-2807
TELEPHONE (808) 538-5800 • FAX (808) 538-5802

April 9, 2010

MEMORANDUM

TO WHOM IT MAY CONCERN

FROM: Janell Kim
Financial Services Administrator

SUBJECT: ADDENDUM NO. 3
INVITATION FOR BID NO. J10125
TO PROVIDE MAINTENANCE SERVICE & CHEMICAL WATER
TREATMENT SERVICE FOR THE AIR CONDITIONING AND
VENTILATION SYSTEM AT THE THIRD JUDICIAL CIRCUIT (HALE
KAULIKE), THE JUDICIARY, STATE OF HAWAII

Transmitted herewith is a copy of Addendum No. 3 for your review. A copy of this Addendum is also available from our Judiciary web page at <http://www4.hawaii.gov/jud/>.

This is to inform you that the Equipment Listing has been updated and included in this Addendum No. 3.

Please direct questions to Mr. Colin Young of the Third Judicial Circuit at (808) 961-7424 or email [colin.s.young@courts.state.hi.us]

Janell Kim
Financial Services Administrator

ADDENDUM NO. 3
INVITATION FOR BID NO. J10125
TO PROVIDE MAINTENANCE SERVICE & CHEMICAL WATER
TREATMENT SERVICE FOR THE AIR CONDITIONING AND
VENTILATION SYSTEM AT THE THIRD JUDICIAL CIRCUIT (HALE
KAULIKE), THE JUDICIARY, STATE OF HAWAII

The items listed hereinafter are hereby made a part of Invitation for Bid No. J10125 for the above project and shall govern the work taking precedence over previously issued specifications governing the items mentioned.

The following questions and answers are in response to questions by prospective proposers concerning Invitation for Bid J10125.

1. Section 1.3. Description of Work, Line C. Cooling Tower, Monthly Service line item #4 – “Replace belts or sheaves”. The cooling tower by Marley being used at your facility uses a “gear box” to drive the fan instead of a belt and sheaves and this spec would not be applicable. An annual service to replace the gear box oil is normally performed but not specified in the scope of work. Would the Judiciary clarify the specification so the correct work is performed?
 - A. ***The specs are amended to reflect the gear box drive instead of belts and sheaves in the cooling tower and also specifying the servicing of the cooling tower.***
2. What is the acceptable time to respond in the event of a trouble/emergency call?
 - A. ***Per Sec. 1.7. EMERGENCY SERVICE AND AUTHORIZED EXTRA WORK, "Emergency service required between regularly scheduled maintenance calls shall be rendered within two (2) hours after the Contractor is notified, non-work days excluded. Emergency service required during non-work days shall be rendered within eight (8) hours."***

Modifications to SECTION ONE SPECIFICATIONS

The following items of this section shall be amended to read:

1.3. DESCRIPTION OF WORK

B. CENTRIFUGAL & RECIPROCATING CHILLERS

Monthly

8. **Maintain a log of all work done including date, time and name of technician.**

Annual Service

The following is added to this section and the remaining tasks were renumbered

1. Do complete check out of system per manufacturer's recommendations.
2. Clean condenser tubes.

C. COOLING TOWER

Monthly

1. Check and adjust water make-up float valve and bleed rate.
2. Check general condition of tower interior and water distribution pattern.
3. Remove foreign materials from inside the tower, vacuum basin residue as required.
4. Check for leaks, patch, correct or repair immediately upon discovery or notification.
5. Inspect for bacterial growth and general operation conditions. Bacterial growth should be reported to water treatment contractor for immediate attention.
6. Observe operation of motor, fan, drive mechanism, make-up valve, and inspect for unusual noise or vibration. Identify cause and correct as required.
7. Check collection water basin level. Blowdown-adjust as required.
8. Inspect and clean air inlet, PVC drift eliminators, distribution basin, nozzles, and collection basin, and fan motor exterior.
9. Check and lubricate motor and fan bearings.
10. Check gear box oil level. Add oil as required.
11. Check for/repair leaks in gear box and lube lines, hoses, fittings
12. Certify performance of monthly maintenance service and correct and report all discrepancies.

Semi-Annual Service

1. Drain, clean and flush tower; coordinate with water treatment contractor and the officer-in-charge.
2. Clean condenser suction screen, drift eliminators, spray nozzles and vacuum basin residue.
3. Lubricate motor according to manufacturer's instructions.
4. Inspect/tighten all fasteners.
5. Check condition of gearbox oil. Report if does not meet operating conditions per manufacturer recommendations.
6. Check driveshaft flex element for unusual wear.
7. Certify semi-annual cleaning of towers and correct and report all discrepancies.

Annual Service

1. Check gear box for loose fasteners, including drain plug. Tighten or replace as required.
2. Ensure gear box vent is open.
3. Check driveshaft alignment. Adjust as required.
4. Check for loose driveshaft or coupling fasteners. Tighten or replace as required.
5. Check fan blade and hub fasteners. Tighten or replace as required.
6. Check fan blade pitch and tip clearance. Adjust as required.
7. Check fan cylinder for loose fasteners. Tighten or replace as required.
8. Check motor mounting bolts for tightness. Tighten or replace as required.
9. Inspect and touch up all metal surfaces.
10. Perform preventive maintenance tasks as necessary.
11. Certify performance of annual service tasks and correct and report all discrepancies.

Invitation for Bid No. J10125
To Provide Maintenance and Chemical Water Treatment Services
For the Air Conditioning & Ventilation System at the Third Judicial Circuit
Pre Bid Conference and Walk Thru March 25, 2010

Attachment 1
Hale Kaulike Equipment List (Revised March 24, 2010)

HALE KAULIKE EQUIPMENT LIST

REVISED DATE: MARCH 24, 2010

[illegible]

HALE KAULIKE EQUIPMENT LIST

REVISED DATE: MARCH 24, 2010

ITEM	TAG	QUANTITY	DESCRIPTION	AREA SERVED/LOCATION
AIR HANDLER UNITS				
6	AHU-1-1,1-2, 2-1,2-2,3-1,3-2	6	Carrier model 39MN50 Central Station Air Handling Unit 100 gpm, 25 hp, 460/3/60	AHU 1-1(Chiller Room), AHU 1-2(Elevator 4), AHU 2-1,2-2(2ndflrMechRm), AHU 3-1,3-2(3rdflrMechRm)
	AHU-1-3	1	Carrier model 39MN60 Central Station Air Handling Unit 150 gpm, 40 hp, 460/3/60	Client Services(Outside)
	AHU-B-1	1	Carrier model 39MN10 Air Handling Unit 26.8 gpm, 3 hp, 460/3/60	Basement Mechanical Room next to Sally port
	AHU-B-2	1	Carrier model 30MN06 Air Handling Unit 18.0 gpm, 1.5 hp, 460/3/60	Basement Hallway Corridor(Janitorial Supplies)
	AHU-B-3	1	Carrier model 39MN06 Air Handling Unit 15.0 gpm, 2 hp, 460/3/60	Basement Hallway Corridor(Janitorial Supplies)
	AHU-B-4	1	Carrier model 39MN06 Air Handling Unit 22.5 gpm, 1.5 hp, 460/3/60	Basement Hallway Corridor(Interview Rooms)
	AHU-B-5	1	Carrier model 42BHC12, 7.5 gpm, 1.5 hp, 460/3/60	Basement Control Station (Closer to Juvenile Cells)
	AHU-B-6	1	Carrier model 42BHC16, 11.0 gpm, 0.75 hp, 460/3/60	Basement Control Station
	AHU IDF 1-1	1	Carrier model 42BHC30, 22.0 gpm, 1.5 hp, 460/3/60	Above hallway next to Jury Assembly Women's restroom
	AHU EB/V-1 (ELV B-1)	1	Carrier model 42BHC08, 3.8 gpm, 1/3 hp, 120/1/60	ELV B-1(Elevator1Rm)
	AHU EB/V-2 (ELV B-2)	1	Carrier model 42BHC08, 3.4 gpm, 0.5 hp, 120/1/60	ELV B-2(Elevator4Rm)
	AHU EB/V-3 (ELV B-3), AHU EB/V-4 (ELV B-4)	2	Carrier model 42BHC08, 3.8 gpm, 1/3 hp, 120/1/60	ELV B-3(Elevator 5Rm),ELV B-4(Elevator7Rm)
	AHU 1-4	1	Carrier model 42BHC12, 6.0 gpm, 0.5 hp, 120/1/60	Blind Vendor ceiling
	AHU EB/V-5 (ELV B-5)		Carrier model 42BHC08BC3R60613BE987191101 120V	Basement Elevator Machine Room next to Janitor Break Room
	AHU EB/V-6 (ELV B-6)		Carrier model 42BHC12LC3R61210CE171531201 120V	Next to Elevator Machine Room 0088
OUTSIDE AIR COILS (NO MOTORS)				
	OA B-1	1	Carrier model 39MN10, 18.5 gpm	AHU B-1
	OA 1-1	1	Carrier model 39MN12, 20.9 gpm	AHU 1-1 above CHW pumps 4 & 5
	OA 1-2	1	Carrier model 39MN10, 18.5 gpm	First level Break Room A26 next to Wes office
	OA 1-3	1	Carrier model 39MN08, 16.2 gpm	AHU 1-3
	OA 2-1,2-2	2	Carrier model 39MN12, 20.9 gpm	AHU 2-1, AHU 2-2
	OA 3-1	1	Carrier model 39MN14, 19.0 gpm	AHU 3-1
	OA 3-2	1	Carrier model 39MN10, 18.5 gpm	AHU 3-2
FAN COIL UNITS				
7	FCU-IDF 1-1, 1-2	1	Carrier model 42DCA08BLCY6AKYY Fan Coil Unit 1.2 gpm, 1/5, 120/1/60	Ceiling above drinking fountain by Jury Assembly B,IDF Room next to elevator 7 lobby on 1st floor
	IDF 1-3	1	Carrier model 42DCA08BLCY6AKYY Fan Coil Unit 1.2 gpm, 1/5, 120/1/60	Ceiling above Supply Storage Drug Court side
	IDF 2-1, 2-2	1	Carrier model 42DCA08BLCY6AKYY Fan Coil Unit 1.2 gpm, 1/5, 120/1/60	IDF Room next to elevator 7 lobby on 2nd floor, Library ceiling back door
	IDF 3-1	1	Carrier model 42DCA08BLCY6AKYY Fan Coil Unit 1.2 gpm, 1/5, 120/1/60	IDF Room next to elevator 7 lobby on 3rd floor
	IDF 3-2		Carrier model 42DCA08BLCY6AKYY Fan Coil Unit 1.2 gpm, 1/5, 120/1/6C	Hallway next to breakroom close to elevator 4 on 3rd flr

HALE KAULIKE EQUIPMENT LIST

REVISED DATE: MARCH 24, 2010

ITEM	TAG	QUANTITY	DESCRIPTION	AREA SERVED/LOCATION
FAN COIL UNITS				
7	FCU SER B-1, 3-1	2	Carrier model 42DCA06ARCYAKYY Fan Coil Unit 1.5 gpm, 1/8, 120/1/60	Ceiling above Squad Room Hallway, Inside Electronic Room AV 338
	FCU SER 1-1, 2-1	2	Carrier model 42DCA06ALCY6AKYY Fan Coil Unit 1.5 gpm, 1/8, 120/1/60	Ceiling above Supply Room Hallway across Guardian Estate,2nd flr ceiling Electronic room fronting stairway AV 236
8	TU		Terminal Units	
			Mealiare series 500TH series single duct terminal units	
			Various sizes	
			6" nominal size: model 506TH	
			8" nominal size: model 508TH	
			10" nominal size: model 510TH	
			12" nominal size: model 512TH	
			14" nominal size: model 514TH	
			16" nominal size: model 516TH	
EXHAUST FANS				
9	EF-1	1	Cook 135CPV utility fan, 1500 cfm @ 2" sp, 1 hp, 460/3/60	Roof Top
	EF-2	1	Cook 165CPV utility fan, 3000 cfm @ 2" sp, 1 hp, 460/3/60	Roof Top
	EF-3	1	Cook 300CPV utility fan, 7890 cfm @ 2" sp, 5 hp, 460/3/60	Roof Top
	EF-4	1	Cook 210CPV utility fan, 4000 cfm @ 2" sp, 2 hp, 460/3/60	Roof Top
	EF-5	1	Cook 195CPV utility fan, 3335 cfm @ 2" sp, 2 hp, 460/3/60	Roof Top
10	EF B-1	1	Cook 245SQIB square in-line fan, 6000 cfm @ 1"sp, 2 hp, 460/3/60	AHU B-1
	EF B-2	1	Cook 300SQIB square in-line fan, 14000 cfm @ 1"sp, 7.5 hp, 460/3/60	Garage basement entry area close two parking stalls
	EF B-3	1	Cook 270SQIB square in-line fan, 10000 cfm @ 1"sp, 5 hp, 460/3/60	Garage basement corner end facing City & County buildings
	OPF/3-1	1	Cook 245SQIB square in-line fan, 7165 cfm @ 1"sp, 3 hp, 460/3/60	AHU 3-1
	EF 1-1	1	Cook 210SQIB square in-line fan, 4500 cfm @ 3/4"sp, 1.5 hp, 450/3/60	AHU 1-1 in chiller room wall facing garage ramp
	EF 1-2	1	Cook 165SQIB square in-line fan, 2000 cfm @ 3/4"sp, .75 hp, 460/3/60	Electrical room next to Chiller room wall facing mechanical
CEILING EXHAUST FANS				
11	CEF 1-1	1	Cook GC-520 ceiling fan, 250 cfm @ .5" sp, 115/1/60	UA testing restroom next to Juvenile Probation
	CEF 1-2	1	Cook GC-640 ceiling fan, 300 cfm @ .5" sp, 115/1/60	UA testing restroom next to Drug Court
	CEF 2-1/3-1	4/4	Cook GC-320 ceiling fan, 100 cfm @ .25" sp, 115/1/60	Judges Chamber restrooms on 2nd & 3rd Floors
	CEF 3-?			Third floor AV room 330
	CEF 3-?			Third floor AV room 338

Invitation for Bid No. J10125

To Provide Maintenance and Chemical Water Treatment Services
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Pre Bid Conference and Walk Thru March 25, 2010

Attachment 2

Equipment Diagrams



Chiller-1 Interface

Run Status

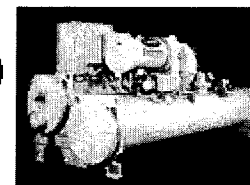
Chiller Start/Stop	Off	
Occupied	On	
Active CHW Setpoint	44.0	° F
Percent Total Capacity	0.0	%
Active Demand Limit	100.0	%

Relay/Flow Status

Chilled Water Flow	On	
Cond Water Flow	On	
Oil Pump Relay	Off	
Comp Start Relay	Off	



Bacnet Interface by ALC



Run Status

Run Status	1 = Ready
Control Mode	3 = CCN
System Alert/Alarm	0 = Normal

Power

Motor Kilowatts	0.0	kW
Motor Kilowatt-Hours	201366.1	kWH
Line Current Phase 1	0.0	amps
Line Current Phase 2	0.0	amps
Line Current Phase 3	0.0	amps
Line Voltage Phase 1	473.0	volts
Line Voltage Phase 2	477.0	volts
Line Voltage Phase 3	476.0	volts
Ground Fault Phase 1	0.0	amps
Ground Fault Phase 2	0.0	amps
Ground Fault Phase 3	0.0	amps
Average Line Current	0.0	amps
Power Factor	1.0	

Compressor

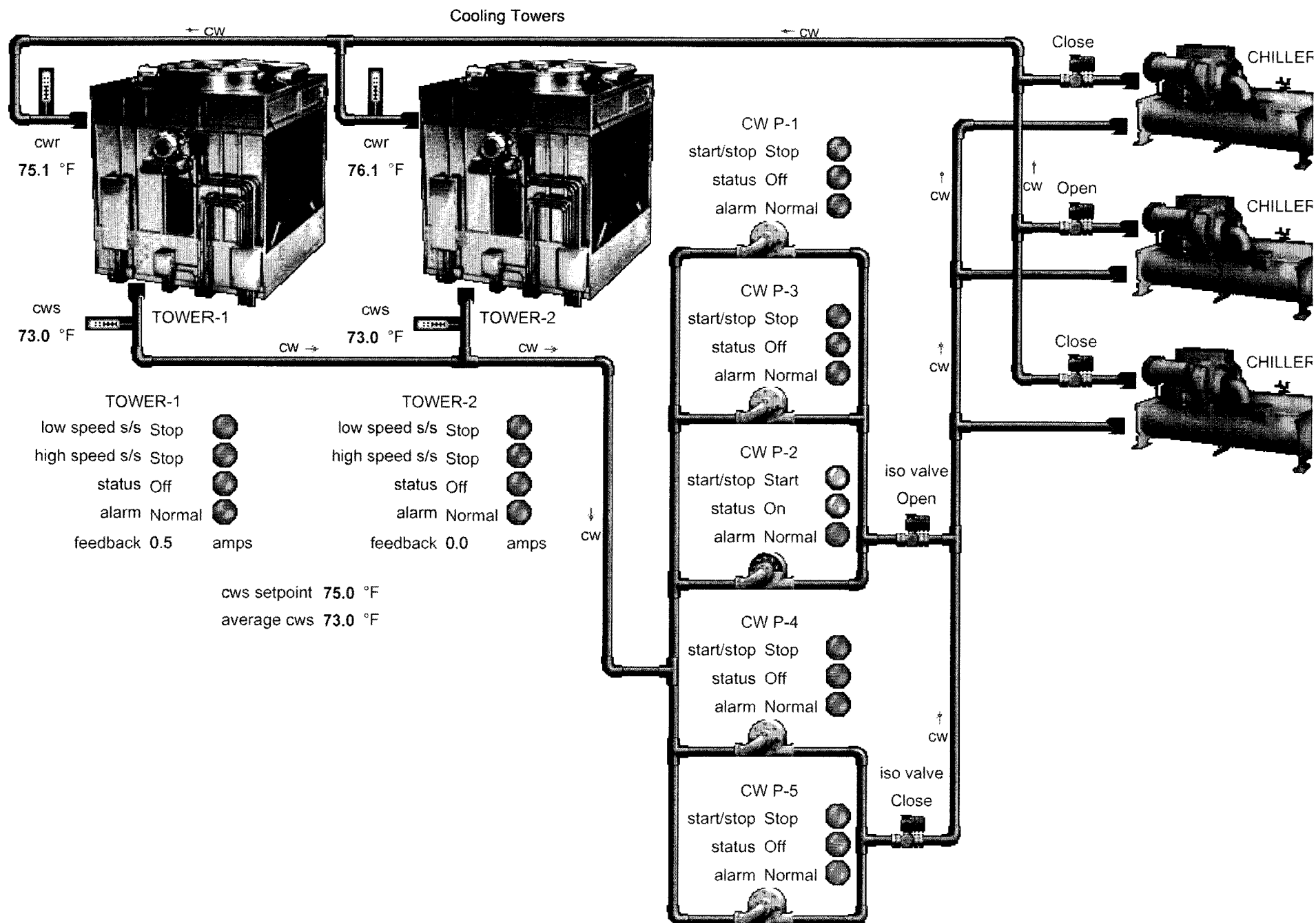
Actual Guide Vane Pos	0.0	%
Target Guide Vane Pos	0.0	%
Oil Sump Temp	141.8	° F
Oil Pump Delta P	-2.2	psi
Comp Discharge Temp	129.8	° F
Comp Thrust Brg Temp	139.9	° F
Motor Winding Temp	127.4	° F
Target VFD Speed	0.0	%
Actual VFD Speed	0.0	%
Frequency	60.0	Hz
Comp Overtime	2314.6	hrs
Total Comp Starts	332.00	

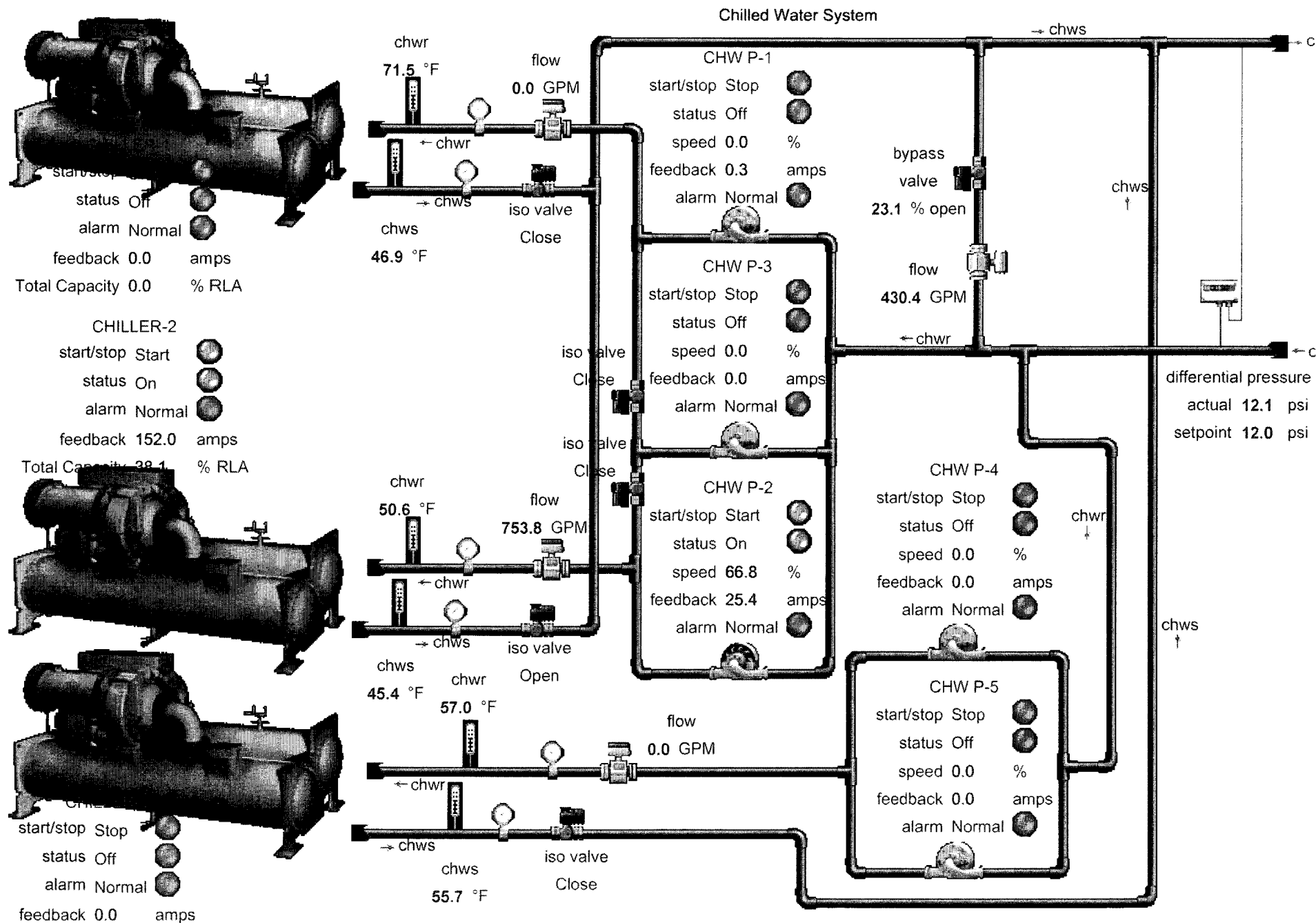
Evaporator

Entering (CHWS) Fluid Temp	71.3	° F
Leaving (CHWS) Fluid Temp	70.6	° F
Evaporator Refrig Temp	73.6	° F
Evaporator Pressure	76.6	psi
Evaporator Approach	0.2	° F

Condenser

Entering (CWS) Cond Temp	73.8	° F
Leaving (CWS) Cond Temp	74.6	° F
Cond Refrig Temp	73.4	° F
Cond Pressure	76.4	psi
Cond Approach	0.2	° F





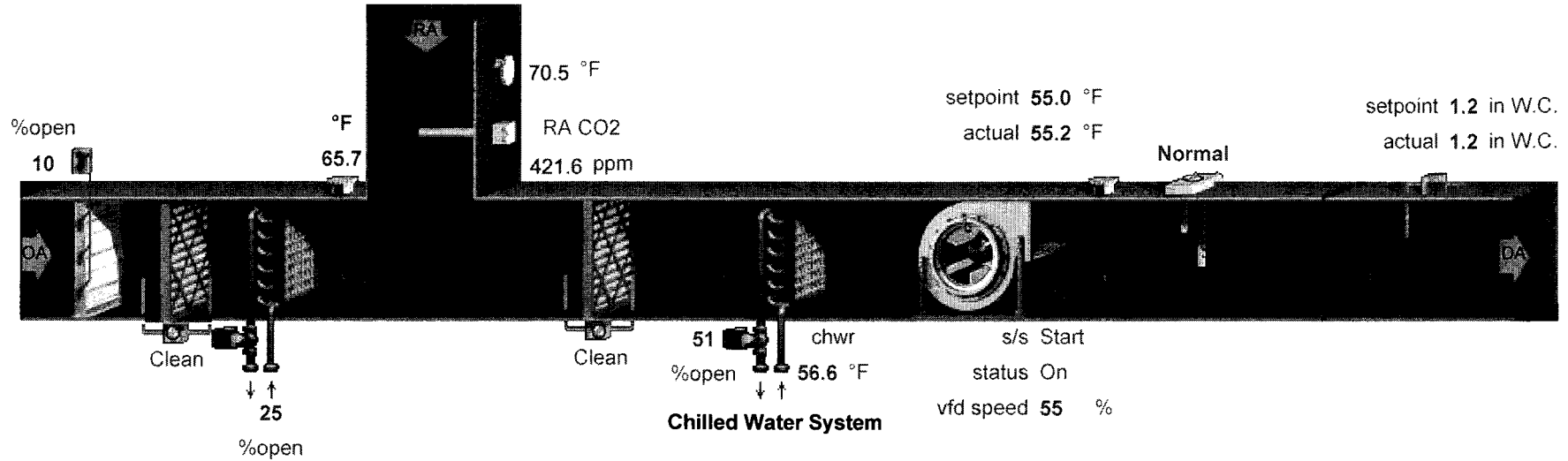


76.8 °F
58.9 %rh

AHU 1-1/ Vav Ahu



442 kW



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Attachment 3

Hale Kaulike Zone Diagrams



78.0 °F

59.0 %rh



398 kW

Basement

To: Summary

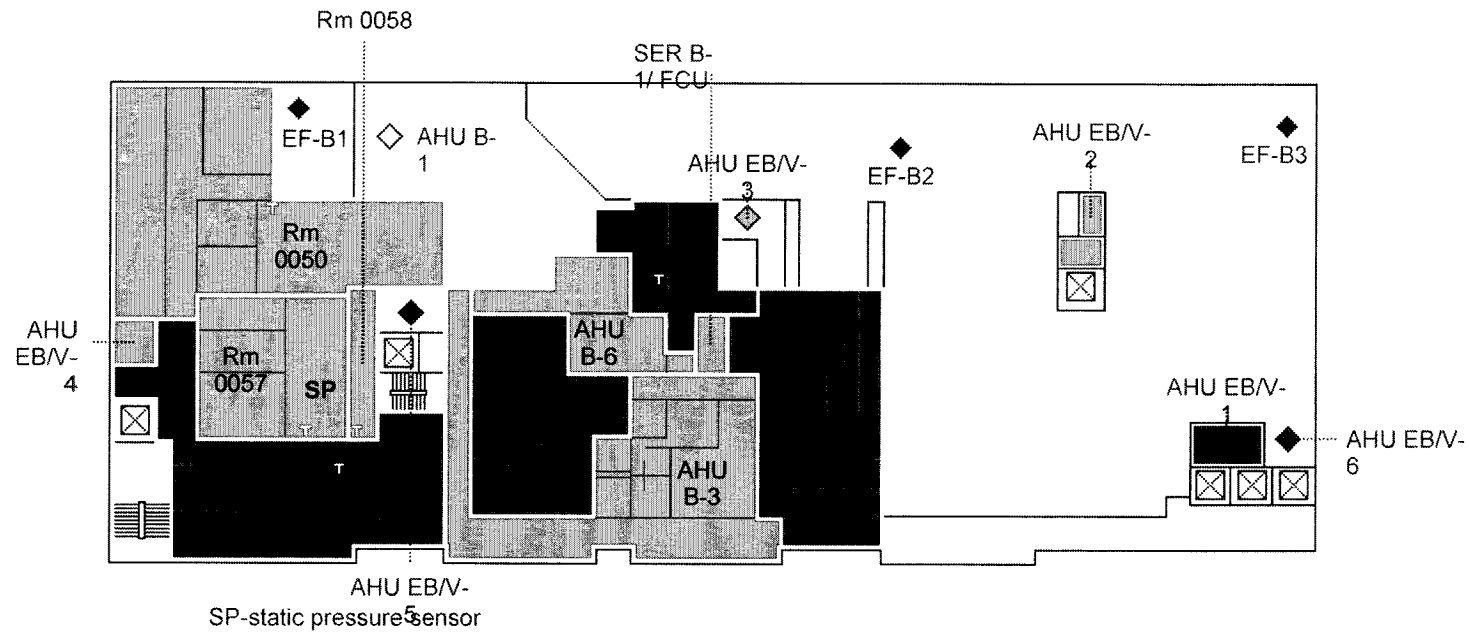
Basement

First Floor

Second Floor

Third Floor

Roof



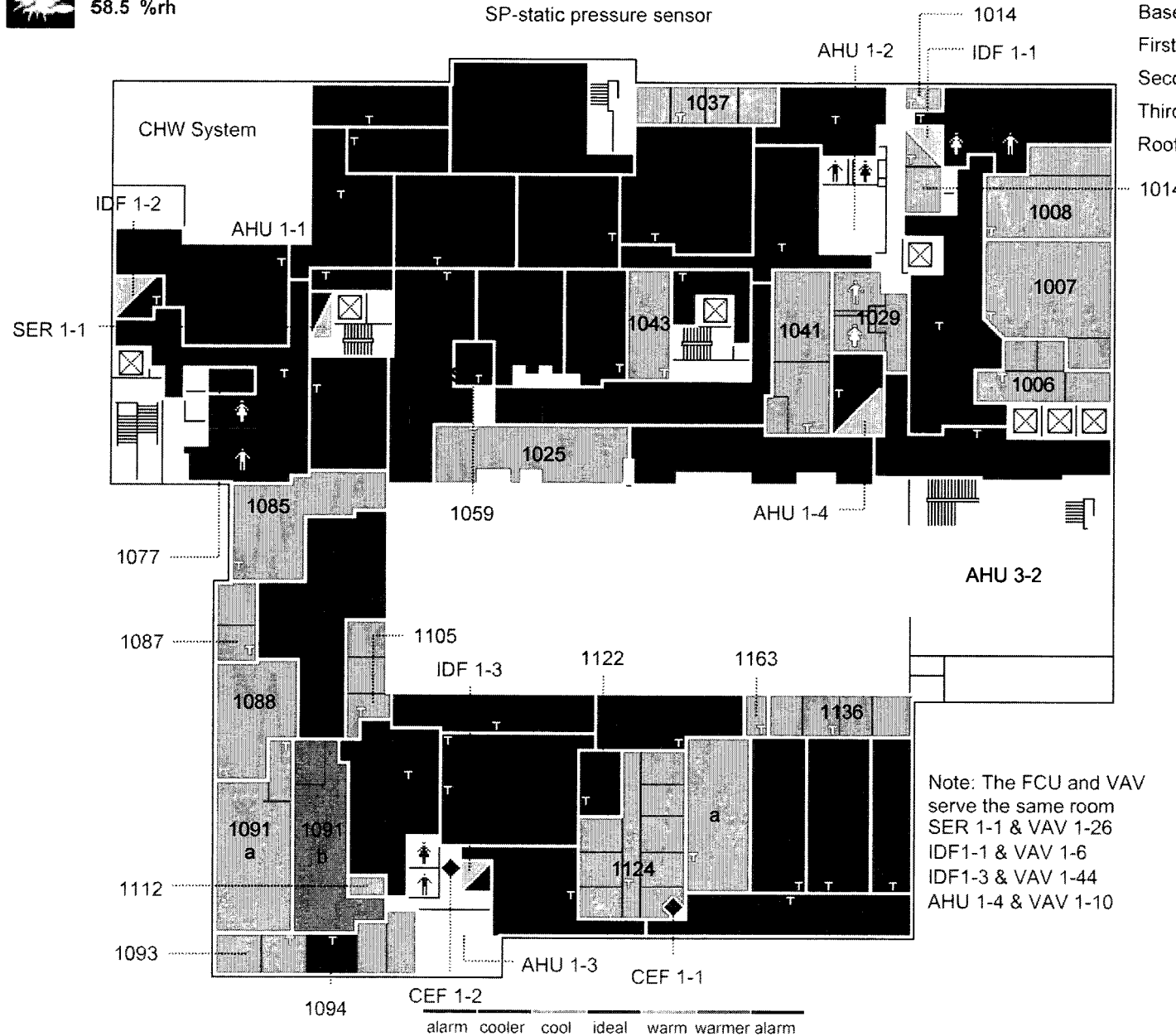


77.8 °F
58.5 %rh

First Floor

SP-static pressure sensor

To: Summary
Basement
First Fl
Second Fl
Third Fl
Roof





77.3 °F
58.4 %rh



391 kW

Second Floor

SP-static pressure sensor

To: Summary

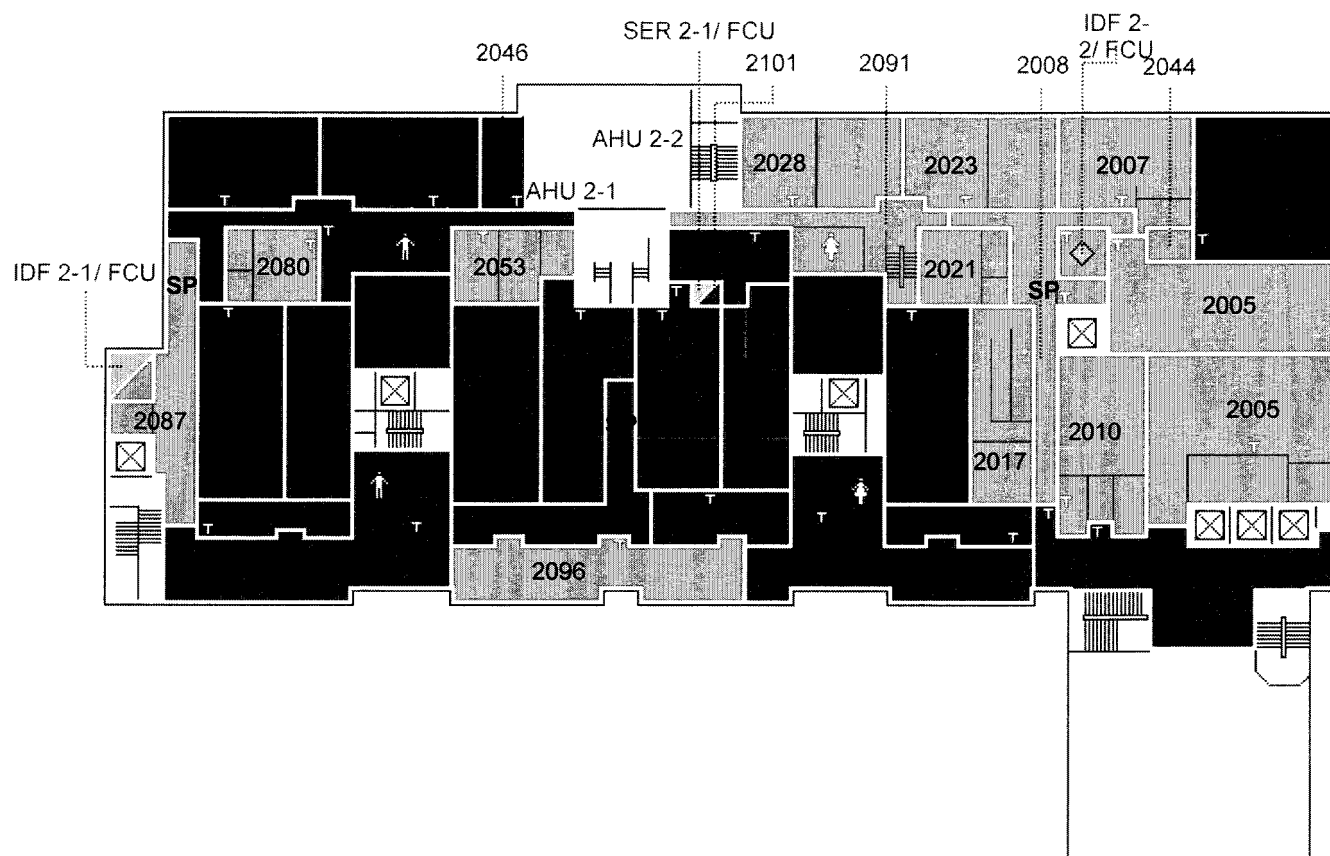
Basement

First Floor

Second Floor

Third Floor

Roof



Note: The FCU and VAV
serve the same room
IDF 2-1 and VAV 2-31
SER 2-1 and VAV 2-16

alarm cooler cool ideal warm warmer alarm



77.2 °F

58.1 %rh



391 kW

Third Floor

SP-static pressure sensor

To: Summary

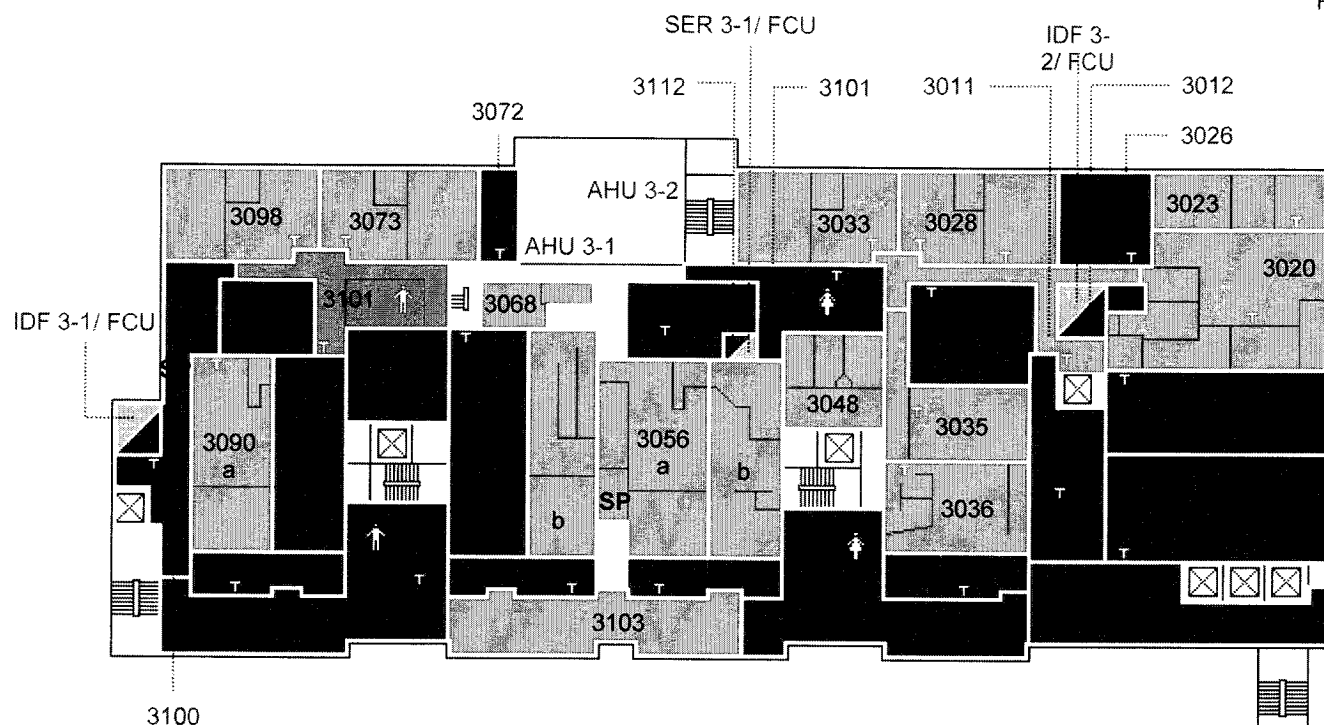
Basement

First Floor

Second Floor

Third Floor

Roof



Note: The FCU and VAV
serve the same room
IDF 3-1 and VAV 3-34
SER 3-1 and VAV 3-20
IDF 3-2 and VAV 3-37

alarm cooler cool ideal warm warmer alarm



77.3 °F
57.8 %rh

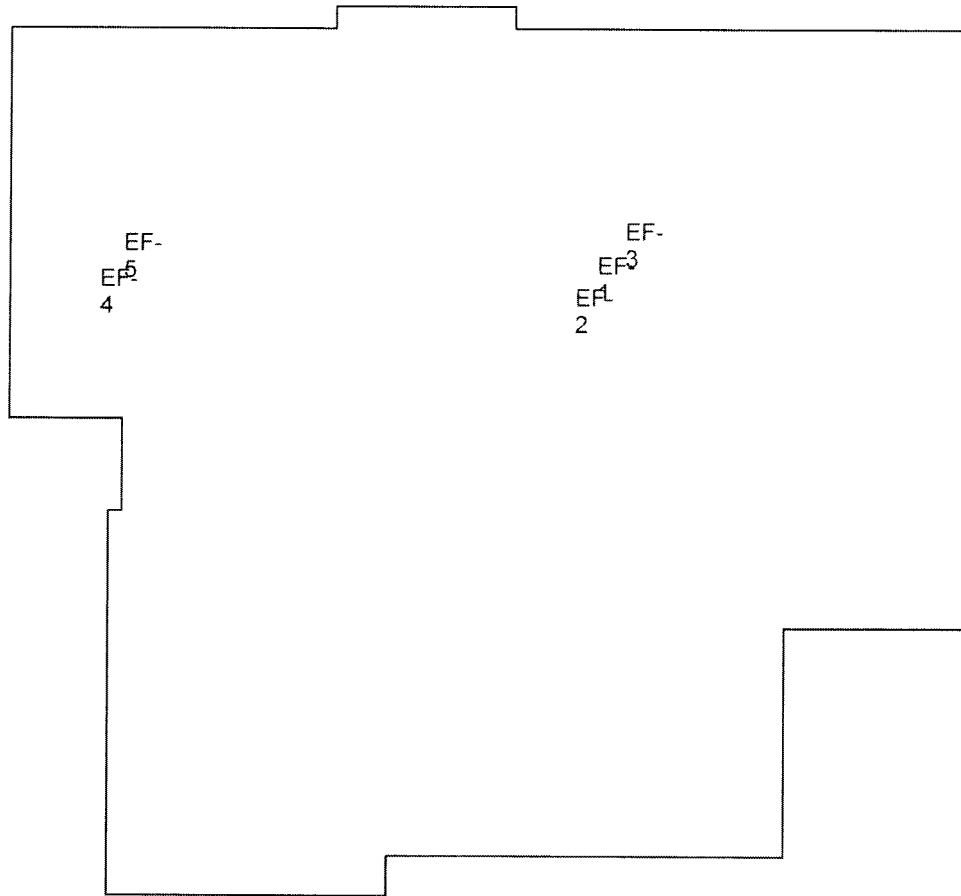


389 kW

Roof

- To: Summary
Basement
First Floor
Second Floor
Third Floor
Roof

Cooling Towers



alarm cooler cool ideal warm warmer alarm